

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

DEPT: Public Works CB

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE December 10, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Design Services to R.B. Welty and Associates, Inc. of Modesto, California, for the Woodward Reservoir Muir Point and T-Island Campground Projects in Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a contract for all-inclusive engineering design services to R.B. Welty & Associates, Inc., of Modesto, California, in the amount of \$51,412 for the Woodward Reservoir Muir Point and T-Island Campground Upgrade projects.
2. Authorize the Director of Parks and Recreation to execute a contract with R.B. Welty & Associates, Inc. in the amount of \$51,412, and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$51,412 is needed to fund the all-inclusive engineering design services agreement, plus a 10% contingency of \$5,141 for future agreement amendments. The total funding allocation is \$56,553 to be funded through Public Facilities Fees (PFF) fund. On January 19, 2012, the PFF committee approved \$1,899,740.14 for design and construction of this project. On April 17, 2012, the Board approved the use of PFF for this purpose.

BOARD ACTION AS FOLLOWS:

No. 2013-609

On motion of Supervisor Monteith, Seconded by Supervisor De Martini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Withdraw

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 All-Inclusive Engineering Design Services to R.B. Welty and Associates, Inc. of Modesto, California, for the Woodward Reservoir Muir Point and T-Island Campground Projects in Stanislaus County

DISCUSSION:

Stanislaus County owns and maintains Woodward Reservoir Regional Park (WRRP), which is located at 14528 26-Mile Road, near the City of Oakdale. The WRRP consists of 3,500 acres, where approximately 2,150 acres are designated for outdoor recreational activities such as swimming, boating, fishing, and camping.

On April 17, 2012, the Director of Parks and Recreation presented the PFF Committee with the request for \$4,535,161.74 to purchase additional equipment and amenities for various Park's needs, which was approved. The request included \$1,899,740.14 for the installment of 62 campsite electrical hookups at the T-Island and Muir Point campgrounds in WRRP.

On February 25, 2013, a Memorandum of Understanding (MOU) was executed between the Stanislaus County Department of Public Works and the Stanislaus County Parks and Recreation Department. The MOU defined roles and responsibilities for both departments in facilitating the design phase of this project. Public Works is responsible for consultant selection, design review, bidding, and construction management assistance. Parks and Recreation Department will process the consultant's invoices.

The scope of design services includes civil engineering services, including geotechnical investigation, topographical survey, sewer system analysis and design, electrical system design, and utilities coordination, bidding and construction support services.

On August 7, 2013, the Public Works Department issued a Request for Proposal (RFP) to solicit engineering design services for the project. On August 28, 2013, two proposals were submitted for review by R.B. Welty and Associates, Inc. and Delamare-Fultz Engineering, Inc. Public Works staff reviewed the proposals and selected R.B. Welty & Associates, Inc. of Modesto, California, as the most qualified consultant. All proposals were evaluated based on qualifications only. Along with the proposal, consultant's fees were submitted in separate sealed fee envelopes and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal. The proposals were evaluated based on the results of the following evaluation criteria:

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

Approval to Award a Contract for All-Inclusive Engineering Design Services to R.B. Welty and Associates, Inc. of Modesto, California, for the Woodward Reservoir Muir Point and T-Island Campground Projects in Stanislaus County

Staff has reviewed all proposals and selected R.B. Welty and Associates, Inc. as most qualified consultant to perform design work related to this project and recommends awarding the contract in the amount of \$51,412.

POLICY ISSUES:

The Woodward Reservoir Muir Point and the T-Island Campground Upgrade projects supports the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by providing and improving recreational resources and facilities. The proposed improvements are consistent with the Master Plan of the Parks and Recreation Department.

STAFFING IMPACT:

Project oversight will be managed through existing staff from both the Stanislaus Public Works and Parks and Recreation Departments.

CONTACT PERSON:

Jami Aggers, Parks and Recreation Director: (209) 525-6770.
Mathew Machado, Public Works Director. Telephone: (209) 525-4130.

DB/sn

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**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any

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

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Fifty-One Thousand Four Hundred Twelve Dollars (\$51,412). 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 five 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, "Indemnatee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

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

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

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

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

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

- a. Project Manager: Gary E. Madsen, PE, QSD/QSP
- 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

Chris Brady, PE
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant

Gary E. Madsen, PE, QSD/QSP
R.B. Welty & Associates, Inc.
521 13th Street
Modesto, CA 95354

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.

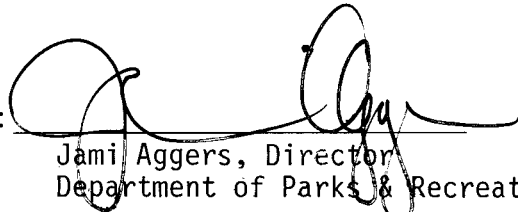
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

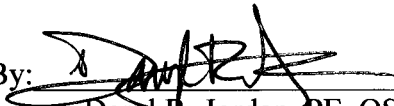
(SIGNATURES ON THE NEXT PAGE)

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

COUNTY OF STANISLAUS

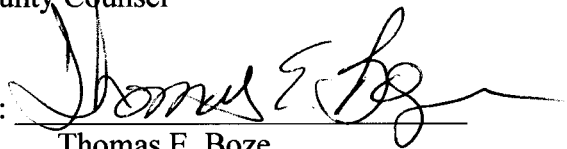
R. B. WELTY & ASSOCIATES

By: 
Jami Aggers, Director
Department of Parks & Recreation

By: 
Daryl R. Jordan, PE, QSD
General Manager / Vice-President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: 2013-609

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
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: 209.541.2505

www.stancounty.com/publicworks

**REQUEST FOR PROPOSAL
FOR THE
WOODWARD RESERVOIR
MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES
AUGUST 7, 2013**

Stanislaus County Department of Public Works on behalf of the Department of Parks and Recreation is soliciting a Request for Proposal (RFP) for all-inclusive engineering design services from qualified consultants for the Woodward Park Reservoir Muir Point and the T-Island Campground Project located in Stanislaus County. The Department of Parks and Recreations will manage the consulting services contract with the Department of Public Works reviewing engineering documents, plans, and specifications, and estimates.

Invitation Date: August 7, 2013
Questions Deadline: 5:00 PM, August 22, 2013
Last Addendum: 5:00 PM, August 23, 2013
Proposal Due Date: 5:00 PM, August 28, 2013

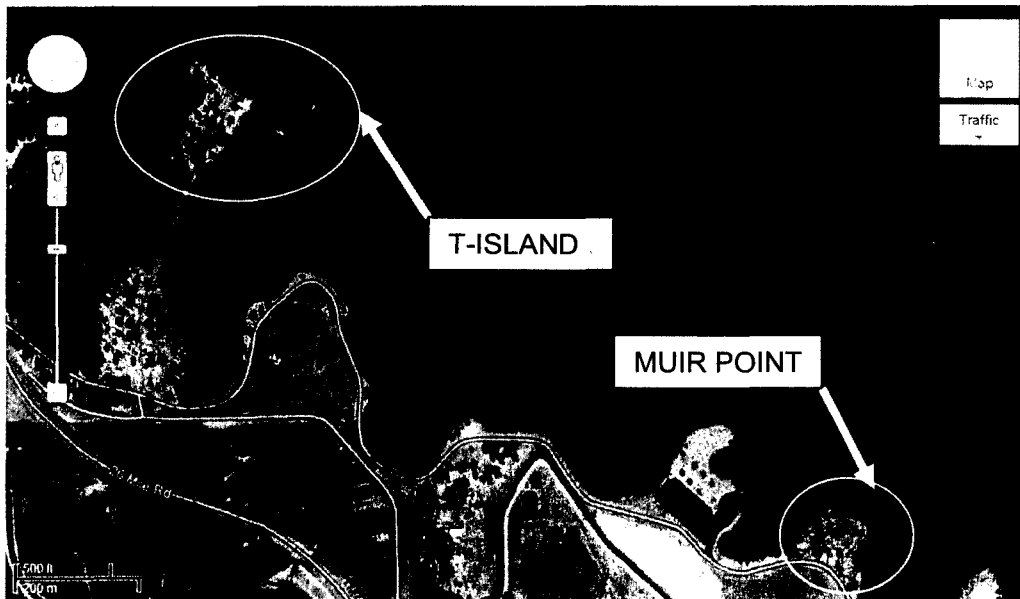
PROJECT DESCRIPTION

Woodward Reservoir Regional Park (WRRP) is located in Northern Stanislaus County at 14528 26 Mile Road, near the City of Oakdale, refer to Attachment 1. WRRP consists of 3,500 acres of which approximately 2,150 acres are for outdoor recreational activities such as swimming, boating, fishing and overnight camping. There are campgrounds that consist of full hookup RV sites, picnic areas with water faucets, restroom facilities with flush toilets, sinks, showers and irrigation systems.

The existing 41 T-Island camp sites have no electricity or recreational vehicle (RV) sewer connections. The existing 20 Muir Point camping sites have no electricity or RV sewer connections. Both campsites have an antiquated non-ADA compliant restroom. The T-Island campground sewer facilities include an existing sewer lift station, with a 3-inch sewer force main serving the existing T-Island restroom facility. The Muir Point campground sewer facilities include an existing restroom facility with a gravity service of unknown diameter that connects to the existing 6-inch gravity sewer line. No as-builts are available for the existing sewer systems at Woodward Reservoir. Attached to this RFP are plan sheets for the T-Island Campground.

The Department of Parks and Recreation seeks to add the following:

- Forty-one (41) 50-amp electrical pedestals and 41 RV sewer connections with cap and chains anchored to concrete pads at the T-Island Campground.
- Twenty (20) 50-amp electrical pedestals and 20 RV sewer connections with cap and chains anchored to concrete pads at the Muir Point Campground



SCOPE OF WORK

The Consultant shall include in their proposal a detailed scope of work provide all inclusive consulting services (project management, engineering, surveying, geotechnical, electrical, utility coordination) for the addition of sewer and electrical facilities at the T-Island and Muir Point campgrounds. The detailed scope of work shall include, but is not limited to the following tasks:

- Survey and field review for verification of location and size of existing sewer facilities at the Muir Point and T-Island Campgrounds. 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, as needed.
- Determine if there is available capacity at the existing sewer lift station and 3-inch sewer force to accommodate sewer flows generated by the proposed 41 RV sewer connections at the T-island campground.
- Determine if there is available capacity in the existing sewer line servicing the existing Muir Point campground restroom facility.
- Make recommendations necessary to accommodate sewer flows generated by the proposed RV sewer service facilities at the T-Island and Muir Point campgrounds.

- Provide a plan set for the proposed improvements at the T-Island and Muir Point campgrounds for sewer and electrical services.
- Deliverables: Sewer Study, Plans, Specifications and Estimate at 30%, 65%, 90% and 100% level (4 hard copies for each submittal). 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.
- Bidding and construction support.

The County will be responsible for the environmental documentation for the project. The design must comply with the requirements and permits of the Department of Environmental Resources.

The following is the estimated schedule for the Project:

Consultant Selection:	August 2013 – September 2013
Preliminary Design:	October 2013 – November 2013
Plans and Specifications (30%, 65%, 90% and 100% Submittals):	December 2013 – February 2014
Project Approval and Bidding:	March 2014 – April 2014
Construction:	May 2014 – August 2014

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, refer to Attachment 2.
- 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, Engineer, Principal in charge), including a cover letter. Any attachments/appendixes (such as Detail Scope of Services) will not be counted as part of the 20-page proposal limit. A digital copy of the proposal, in PDF format, shall be included with the original proposal.
- The objective of this request is to obtain a proposal from qualified consulting firms. The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in 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 the work for the Project, the consultant will provide the County with an outline of all tasks to provide the County with a project design that is ready to list for construction. The outline of tasks 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.

SELECTION PROCEDURE

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

- a. Receive and evaluate the proposal.
- b. Develop final ranking of Consultants.
- c. Notify Consultants of the results.
- d. Conduct project scoping meeting with top ranked Consultant.
- e. Negotiate Contract with top ranked Consultant. If an agreement on the scope of services and compensation cannot be reached, negotiations with the top ranked Consultant will be closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.

PROPOSAL SUBMITTAL

Only that information specifically requested shall be submitted. If a Consultant recognizes a more efficient method of accomplishing specific tasks or items, the Consultant's fees shall reflect the County's requested work, and the cost increase/savings for the more efficient method shall be noted separately. In order to be considered a responsive and responsible proposer, the following information shall be included with the scope and fee proposal:

- Detail Scope of Services
- Fee Schedule in a separate sealed envelope
- Schedule and deadlines in Microsoft Project 2010 format
- Names of consultant's project manager and the individual authorized to negotiate the contract on behalf of the consulting firm
- References
- Fees and scope of work from sub-consultants, if any.

If you wish to be considered for the Woodward Reservoir Muir Point Campground and T-Island Campground project, submit your proposal to this office by 5:00 p.m., on August 28, 2013 to:

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

or by email luevanom@stancounty.com

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, Civil,

Traffic/Electrical, 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).

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 criteria outlined in Exhibit 10-B Suggested Evaluation Sheet - Attachment 3.

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

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.

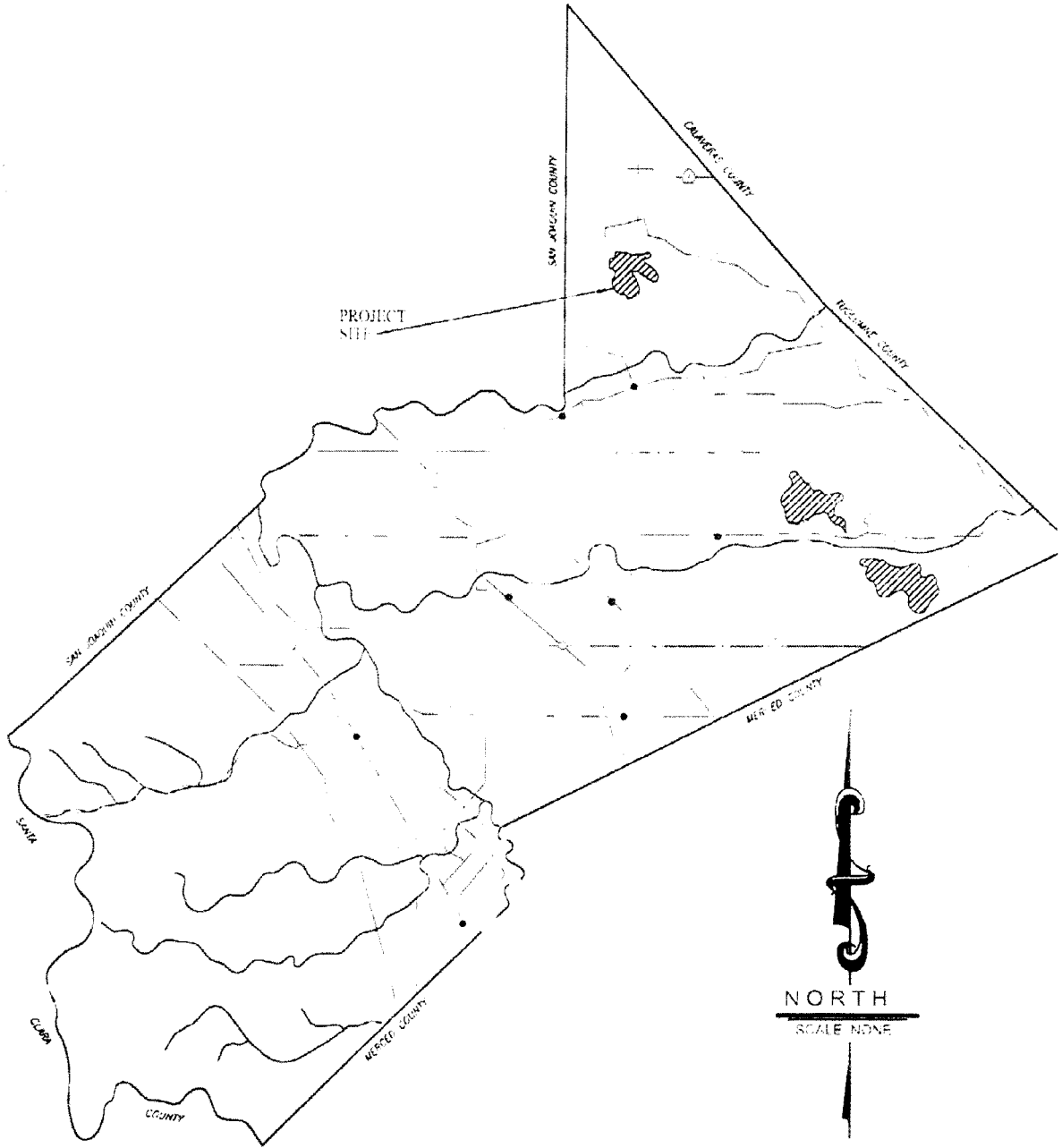
All questions regarding this request must be submitted in writing. Questions shall be submitted to Michael Luevano at luevanom@stancounty.com or fax to (209) 541-2509.

ATTACHMENTS

1. Exhibit 1
2. Sample Fee Schedule
3. Suggested Evaluation Sheet
4. Water System Technical Report by Sauers Engineering, Inc.
5. Woodward Reservoir Sewer and Water Facilities As-built dated December 1974. Sheet 10 & 11.

ATTACHMENT 1

Exhibit 1



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

EXHIBIT - 1
 WOODWARD PARK RESERVOIR - MUIR POINT
 CAMPGROUND AND T-ISLAND CAMPGROUND PROJECT

ATTACHMENT 2

Sample Fee Schedule

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. <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 5px;">Total cost for listed resources in \$</div>		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
		\$	\$	\$	\$													
NO.	Task Description																	
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 3

Exhibit 10-B

Suggested Evaluation Sheet

Request for Proposals For Woodward Park Reservoir Murr Point Canopy and T-Island Campground Project

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET

SUGGESTED EVALUATION SHEET*		
Criteria	Maximum Points	Rating
Understanding of the work to be done	25	
Experience with similar kinds of work	20	
Quality of staff for work to be done	15	
Capability of developing innovative or advanced techniques	10	
Familiarity with state and federal procedures	10	
Financial responsibility	10	
Demonstrated Technical Ability	10	
Total	100	

ATTACHMENT 4

Water System Technical Report

Stanislaus County
Department of Parks and Recreation
3800 Cornucopia Way, Suite C
Modesto, CA 95358-9492

Woodward Reservoir
Water System #1

**WATER SYSTEM
TECHNICAL REPORT**
Water System # _____

June, 2007



Prepared by:

Sauers Engineering, Inc.
440 Lower Grass Valley Rd., Suite A
Nevada City, CA 95959
Tel. 530-265-8021

TABLE OF CONTENTS

INTRODUCTION	Page 2
BACKGROUND	Page 2
SYSTEM DESCRIPTION	Page 3
Well #1	Page 3
Distribution System	Page 6
ESTIMATES OF WATER DEMAND	Page 8
SYSTEM PLANNING	Page 10
System Pressures	Page 10
Available Fire Flow	Page 11
Emergency Interconnection w/ System #2	Page 11
POTENTIAL SOURCES OF CONTAMINATION	Page 12
Surface Waters	Page 12
Sewer Collection System	Page 12
Irrigation System	Page 12
Backflow from Hose Bibs	Page 13
OPTIONS FOR IMPROVEMENTS	Page 14
RECOMMENDATION & SUMMARY OF PROPOSED MODIFICATIONS	Page 19

**Woodward Reservoir
Water System Modifications
TECHNICAL REPORT**

INTRODUCTION

The purpose of this report is to present to the Stanislaus County Department of Environmental Resources and Department of Parks and Recreation a technical analysis of the Well #1 Water System at Woodward Reservoir. This evaluation of the Well #1 Water System will help the County move toward the end goal of soliciting bids for improvements that will bring the water system into compliance with the requirements of the current California Waterworks Standards as described further in this report. This report will discuss alternatives for bringing the system into compliance and provide recommendations for improvements and cost estimates.

BACKGROUND

Woodward Reservoir is owned by South San Joaquin Irrigation District (District) and is located north of Oakdale in Stanislaus County as shown on Figure 1. Under various lease agreements with the District, the Stanislaus County Parks and Recreation Department (County) operates the various recreational facilities at the Woodward Reservoir Regional Park.

The Woodward Reservoir Regional Park provides various day-use and overnight camping facilities to the public. There are campgrounds that consist of full hookup RV sites, picnic areas with water faucets, restroom facilities with flush toilets and sinks, restroom facilities with showers, and irrigation systems all of which are detailed within this report. The County also maintains the parks sewer collection and treatment system.

To supply water throughout the Park, the County maintains two water wells and associated network piping as shown on Figures 3 & 4 at the end of this report.

Presently, the Park is under a no human contact (boil water) notice for the system from Well #1.

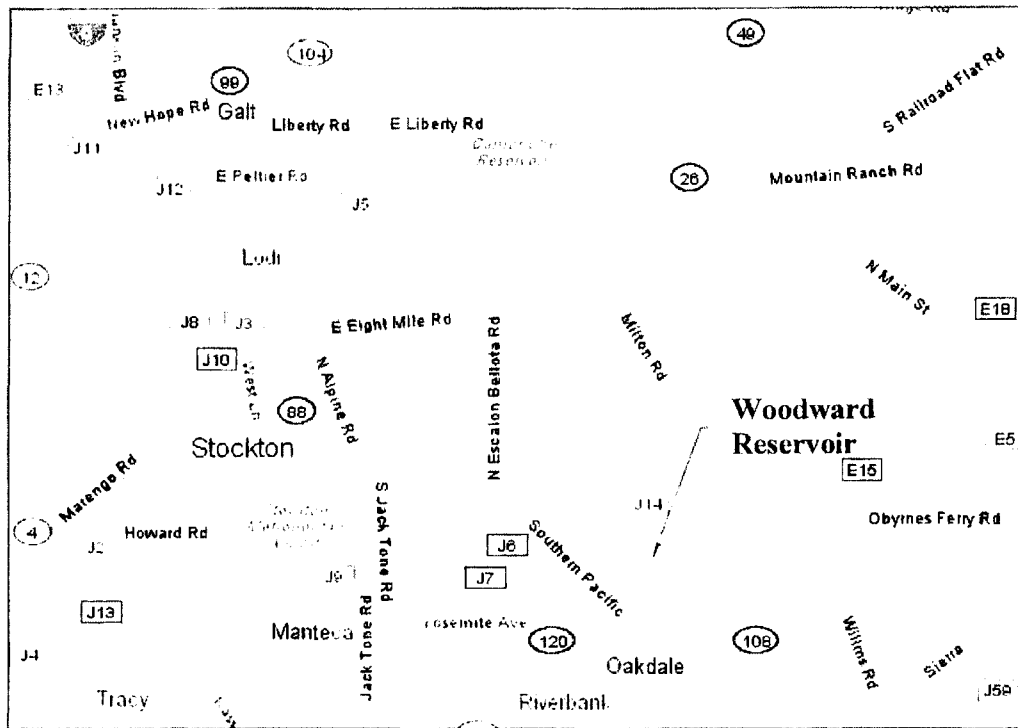


Figure 2
Woodward Reservoir Location Map

SYSTEM DESCRIPTION

Well #1

The water system in question is currently served by a single water well referred to throughout this report as Well #1. Well #1 has a 12-inch diameter casing to a depth of 202 feet with a 50 hp submersible pump set at 160 feet below ground surface (bgs). The pump produces approximately 375 gallons per minute (gpm). Existing Well #1 pump data is summarized in Table 1. A video log indicates that the static water level is at approximately 100 feet below ground surface. A steel 4,000 gallon hydropneumatic pressure tank (approximately 20' long by 6' diameter) feeds the Well #1 system. The age of Well #1 is unknown. However, it appears that it existed prior to the original improvement plans for the park dated 1974. The location of Well #1 is as shown on Figure 3 at the end of this report.

Table 1
Available Existing Well #1 Data

<i>Depth</i>	220 ft.
<i>Diameter Casing</i>	12" welded steel
<i>Sanitary Seal</i>	unknown
<i>Static Water Level</i>	100'
<i>Pump Model</i>	unknown make, vertical turbine, water lubed
<i>Pump Motor Stats</i>	50 HP, 440V 3 Ph
<i>Pump Capacity</i>	375 gpm
<i>Pump Setting Level</i>	160 feet

Water Quality Concerns

In recent years, the water samples from Well #1 have had positive test results for total coliform bacteria. Presently, the park is under a no human contact (boil water) notice for the system from Well #1.

Water samples from Well #1 were tested for general mineral and inorganics back in 1993 and more recently just for nitrate and fluoride. Results from these tests show that the water in Well #1 meets primary and secondary standards. Since a new well is anticipated at the site, water quality from the existing well could be an indicator of what could be expected from a new well following completion.

The specific source of the bacteria in Well #1 is unknown. However, the most common cause of bacteriological contamination of a well relates to an inadequate sanitary seal. It is highly likely that a new well with a deep sanitary seal would not experience the same problems as seen in the existing well.

Source Inadequacies

Aside from the bacteriological issues that are plaguing Well #1, a review of the Well #1 system has shown other inadequacies/concerns.

Without a well drillers report, little is known about how and when the well was constructed. However, a video of the well was conducted in May 2003 which was able to show the physical condition of the well. The video showed water at approximately 100 feet below top of casing with an approximate 10 foot layer of oil from 100 feet to 110 feet. This vegetable grade oil came from the lubrication for the oil-lubed pump. This oil has subsequently been removed and the pump changed out for a water-lubed pump.

The age of the well casing itself is of some concern. The video of the well showed the casing to be in poor condition. Numerous mineral and/or organic deposits are present for almost the entire length of the casing. The perforations starting at approximately 125 feet are almost completely plugged (maybe only 10% are open). The plugging of the perforations continues down the well to near the pump setting. At approximately 190 to 196 feet approximately 75% of the perforations are blocked. It is impressive that the well can produce an adequate supply of water with the majority of the perforations plugged.

Numerous floating organic looking particles and globules also show up on the video for the entire length of the well. It is possible that the floating debris could harbor bacteria once established. The well could be cleaned and rehabilitated by swabbing and adding chemicals, but given the age of the well casing and the bacteriological problems the County is experiencing with the well, the general consensus is that a better long term solution would be to construct a new well.

The pressure tank has been in use for as long as the system has been in place. It is old (35 to 40 years) and has basically served its useful life. County staff have expressed concerns about the pressure tank. Although no inspections of the inside of the tank have been performed, there is some concern with how much longer it will last before it begins to have problems. Construction of a new well would be an opportune time to replace the existing pressure tank.

The standard of care for most public water systems using groundwater is to provide auxiliary power that would power the well pump during a power outage. Auxiliary power is especially important in "community" water systems where the system is supplying water for residential needs. Since the Woodward water system is a "transient" system, the auxiliary power becomes less important. However, since a power outage during a busy holiday weekend could result in public health issues due to the lack of water, Sauers Engineering, Inc. would consider the ability to use a generator to be a critical component that should be included in any improvements made to the system. Discussions with County staff have concluded that a single portable type generator would be appropriate due to the transient nature of the water system and the flexibility that a portable generator would provide.

Section 64554(f) of the California Draft Water Standards states that "Community water systems using groundwater shall have a minimum of two approved sources before being granted an initial permit. The system shall be capable of meeting MDD (or average day demand) with the highest-capacity source off-line." Since the Woodward water system is not considered a "community" water system, the criteria for source redundancy would not necessarily apply. The idea is that a system must have a greater redundancy if it is relied upon by full time residences. Although the park could theoretically shut down if the water system were to fail, the justification for an auxiliary generator would also apply to the justification for redundancy of sources. The ability to supply the entire park using either Well #1 or Well #2 would be beneficial.

Distribution System

Pipelines

In the Well #1 system, there are approximately 2,940 feet of 6" and approximately 6,800 feet of 4" water main connected to Well #1 along with approximately 9,400 feet of 2" water service lines serving irrigation areas, restrooms, and campsite areas. Sources indicate that the majority of the system is composed of asbestos cement pipe although all of the newer pipe is Schedule 40 PVC or C900. Since pipeline leaks are not commonplace, it appears that most of the existing distribution system has a number of years left in its useful life.

Current standards for new public water systems require blow-offs or flushing valves at the end of dead-end lines. Existing wharf hydrants at the end of all dead-end portions of the main line can function as flushing valves, thus meeting this requirement.

A 3" diameter pipeline connects the Well #2 system to the Well #1 system to provide backup water either direction during an emergency condition. Although this line is sufficient to provide low volume domestic flow between each of the systems, it would be inadequate to allow Well #2 to provide all the water needs within the Well #1 system due to excessive frictional pressure loss in the 3" pipe.

Fixtures

The Well #1 system contains approximately 8 warf style fire hydrants, 112 hose bib connections (faucets), 4 outdoor sinks, 4 drinking fountains, at least 8 backflow prevention devices, 7.6 acres of irrigated land using rainbird pop-up sprinklers, 1 residence, 1 restroom at the park entrance gate and 5 public restrooms. The public restrooms in the Well #1 system contain flush toilets, urinals and sinks. The restroom at Hackberry Flat also contains showers.

The summary of existing water system facilities is shown in Table 2.

**Table 2
Existing Well #1 Water System Facilities**

Area	Area Type ¹	Device or Other Water Usage									Irrigated Area (ft ²)
		HB ²	Sink	DF ³	FH ⁴	RR ⁵	Restroom Devices				
							TL ⁶	UR ⁷	Sink	SH ⁸	
Picnic Point	Undevel.	2	0	0	1	1	6	2	4	0	50,000
Picnic Cove	Undevel.	0	0	0	1	0					43,700
Main Ramp	N/A	3	0	1	0	1	3	1	2	0	0
Bait House/Snack Bar	N/A	4	2	1	0	1	1	0	1	0	0
Office Point	N/A	7	2	0	1	1	6	2	4	0	163,000
Fischer Point	Develop.	18	0	0	0	0					0
Charlie's Point	Develop.	12	0	0	0	0					0
Egret Cove	N/A	0	0	0	0	0					74,000
Hackberry Flat	Full	40	1	0	0	1	4	2	2	6	0
T-Island	Develop.	24	0	0	1	1	6	2	4	0	0
Shop/Main Entrance	N/A	6	0	2	0	2					0
RV Dump Station	N/A	4	0	0	2	0					0
Total:		120	5	4	6	8					330,700

1 Campsite facility type: Full RV Hookup, Developed Use area, or Undeveloped Use Area

2 Hose bib

3 Drinking fountain

4 Fire hydrant

5 Restroom

6 Toilet

7 Urinal

8 Shower

N/A Not applicable

ESTIMATES OF WATER DEMAND

A carrying capacity study for Woodward Reservoir was conducted by EDAW, Inc. in April 2005. This study determined the use capacity for the day-use areas, the developed campsite areas, and the boat ramp areas. Table 3 lists the capacities for each of these areas based on that study. This report will utilize the highest capacity number for each use area from the Capacity Study for estimating peak water demands. The total service population at capacity is estimated to be about 3,117 people and the current peak water consumption coincides with the summer months.

**Table 3
Capacities Per Use Area
Within Well #1 System**

Area	Capacity (# of daily visitors)
Hackberry Flat Full RV Hookups	40 sites (320 users)
Visitors to Developed Campground Areas	912
Visitors to Day Use Areas	1,675
Visitors to Boat Ramp Areas	210
Total:	3,117

Using water use rates from tables in Metcalf & Eddy *Water Resources and Environmental Engineering* and in Water Environment Federation *Manual of Practice FD-4*, the average water use for the areas mentioned above are estimated in Table 4.

**Table 4
Water Use Rates Per Area
Within Well #1 System**

Area	Units	Water Use Per Unit (gpd)	Total Water Use (gpd)
Hackberry Flat Full RV Hookups	40 sites	100	4,000
Visitors to Developed Campground Areas	912 users	50	45,600
Visitors to Day Use Areas	1,675 users	5	8,375
Visitors to Boat Ramp Areas	210 users	5	1,050
Total:			59,025

Based on estimates of water demands shown in Table 4, maximum day demand (MDD) for the domestic portion of the Well #1 system would be approximately 60,000 gallons per day.

Well #1 also provides water for irrigation purposes to approximately 330,000 square feet of lawn/picnic area. Improvement plans indicate that most of the sprinklers are Rainbird® impact rotor pop-up model #15103-09. These sprinklers are capable of discharging approximately 3.3 gpm at 40 psi. During the summer of 2005, it was noted that in the main lawn area near Office Point 15 of these sprinklers were operating at one time. This equates to approximately 50 gpm instantaneous water use for one station of the irrigation system.

The State of California Department of Water Resources "California Irrigation Management Information System" (CIMIS), shows that the monthly July average evapotranspiration rate (Eto) in the Manteca area is 8.02 inches (highest Eto month of the year). This means that irrigated lawns would need at the minimum 8.02 inches of water applied to remain healthy. The area near Woodward Reservoir essentially receives no measurable rainfall during the month of July and therefore the net water required is still 8.02 inches. Assuming the sprinklers are 85% efficient in distributing the water over the lawn area, then 9.4 inches of water would be applied to the lawn area per month for them to remain healthy. Irrigation demands are estimated as follows:

Eto = 8.02 inches per month (for month of July)

Irrigation efficiency assumed = 85%

Total water need to irrigate = $8.02 \div 0.85 = 9.4$ "/month = 0.783 ft/month = 0.025 ft/day

Total irrigated area = 330,700 ft²

Conversion of cubic feet to gallons = 7.48 gal/ft³

$$\begin{aligned} 0.025 \text{ ft/day} \times 330,700 \text{ ft}^2 \times 7.48 \text{ gal/ft}^3 \times 1 \text{ day/1,440 min} &= 62,500 \text{ gal/day} \\ &= 43.4 \text{ gpm avg.} \end{aligned}$$

Since the *average* irrigation demand is estimated at about 43 gpm, and instantaneous demand from one of the larger irrigation stations is estimated at 50 gpm, it is assumed that several stations would have to run at once in order for all of the irrigation needs to be met during the hours when people aren't using the day use facilities. For planning purposes, the peak hourly demand (PHD) for the irrigation system is assumed to be 80 gpm representing the demand of one large station and one medium sized station simultaneously.

To summarize, the peak daily summer water use is estimated to be 60,000 gallons for the domestic side plus 62,500 gallons for irrigation purposes for a total peak summer maximum day demand (MDD) of 122,500 gallons.

SYSTEM PLANNING

In evaluating a new source for this system, one must evaluate the maximum day demand (MDD) and peak hourly demand (PHD) for the developed areas, day-use areas, and the boat ramp areas plus other outlying facilities such as the shop, park entrance, waste dump site and irrigation needs.

It has been established that the system must produce an estimated 122,500 gpd to meet the MDD for the system. Presently, the pump in well #1 produces 375 gpm. At the required 122,500 gpd MDD, the existing pump would need to operate approximately 324 minutes (5.4 hours) during the day during the peak summer months.

In order to estimate the PHD throughout the system for Well #1, a peaking factor of 3.0 is applied to the domestic water use rate coupled with the instantaneous water rate for irrigation purposes. The total instantaneous flow demand is estimated as follows:

$$\begin{aligned}(60,000 \text{ gpd}) \div (1,440 \text{ min. per day}) \times 3.0 \text{ peaking factor} &= 125 \text{ gpm domestic use} \\ &+ \underline{80 \text{ gpm irrigation use}} \\ &= 205 \text{ gpm total PHD}\end{aligned}$$

A pump with a capacity of at least 205 gpm would be required in a new well. In an effort to be conservative in the design, it is recommended that any new well pump be sized similarly to the existing well pump with a capacity of approximately 375 gpm.

The main question then becomes whether the pipelines within the distribution system are sized appropriately to meet the demands of the system. In order to evaluate the adequacy of the pipelines within the system, a simple hydraulic model was created whereby pressures were evaluated under various flow scenarios. The flow scenarios utilized estimated peak hourly demand data for both irrigation and domestic use.

Questions that are answered by the model include:

- ▶ What are the typical system pressures under a maximum day demand scenario?
- ▶ How much fire flow is available throughout the system?
- ▶ Can Well #2 adequately provide water to the Well #1 system?

System Pressures

The model was initially run assuming a pressure of 40 psi in the pressure tank at Well #1 representing the low end of a pressure range of 40-60 psi. At 40 psi, the points within the system with the lowest pressure are at approximately 30 psi. Although 30 psi is adequate for domestic purposes, irrigation systems may not perform well at this pressure. Operating the pressure tank within a range from 50 to 70 psi would increase pressures system wide by 10 psi thus creating a minimum operating pressure within the system of 40 psi.

Available Fire Flow

Available fire flow throughout the system is limited by both source capacity and the size of the pipelines within the distribution system. Since the Well #1 source is limited to about 375 gpm, no hydrant will be able to produce more than 375 gpm. The second limiting factor for fire flow is the size of the pipelines. Many of the pipelines in the distribution system are 4" diameter or smaller. The 4" diameter pipes limit the available fire flow due to the friction in the pipes. The model calculates how much water can be drafted at each node within the system while maintaining a minimum pressure at all points throughout the system of 20 psi. Available fire flow ranges from about 100 gpm on T Island to near 375 gpm near Well #1.

Although the available fire flow would be considered inadequate in a residential neighborhood, these flow rates may be considered adequate for fighting renegade campfires and small grass fires. If a situation arises which requires that more water be available, most fire agencies can easily pump from the reservoir when necessary. Increasing available fire flow within the system would require either greater source capacity or above ground storage with booster pumps in addition to the replacement of the entire distribution system.

Emergency Interconnection w/ System #2

The third scenario that was looked at with the water model was the ability of Well #2 to supply the Well #1 system during an emergency condition. It was found that due to the distance between the two systems and the relatively small size of the 3" line connecting the systems that Well #2 cannot meet a peak day demand in system #1 while maintaining adequate pressures. This emergency scenario would function adequately under a system demand of up to about 90 gpm, but adding to this an irrigation demand would cause the system to drop below 20 psi in many areas.

It was found that increasing the size of the pipeline connecting the two systems from 3" to 6" from the point of connection near the RV dumping station to Well #2 significantly affected pressures within the Well #1 system. By installing this 2,300 ft of new pipeline, the Well #2 could effectively act as an emergency source for System #1 although meeting "peak" day demands for both systems with Well #2 would require replacement of the existing well pump and pressure tank at Well #2. The existing well pump is limited to a capacity of about 100 gpm whereas the well has the ability to produce about 455 gpm.

POTENTIAL SOURCES OF CONTAMINATION

Surface Waters

A drinking water source assessment conducted in March, 2002 reports that for Well #1 there is a surface seal and that the well head is located inside an enclosed secure shed. The assessment also indicates that the well has a sanitary seal of unknown material to 50 feet. However, due to the lack of a well driller's report for the well, the details of a sanitary seal are unknown. The lack of an appropriate sanitary seal could lead to the bacteriological contamination that the well has been experiencing.

There are a few areas of concern for source contamination, especially if there isn't a proper sanitary seal. One concern in the immediate vicinity of the well is the low lying area just to the north of the well, between the well shed and Office Point Road. During the rainy season, this area tends to flood and there is potential for this contaminated surface water to seep into the subsurface and enter the well.

Another area of concern is the dairy farm/cattle feed lot nearby on 26 Mile Road. This area is approximately 500 feet from well #1. Leachate from dairy and cattle feed lot operations tend to have high nitrate concentrations as well as other chemical and biological contaminants. Depending upon the direction of groundwater movement, contaminants from the dairy farm could be a threat to water quality within the well. A relatively deep sanitary seal could reduce such a threat.

Sewer Collection System

Throughout the Woodward Reservoir system, sewer pipes and water pipes run parallel to one another in close proximity. Improvement plans show many water and sewer lines with 5 ft of separation. The California Draft Water Works Standards, *Section 64572 Water Main Separation*, states that water mains shall not be installed in the same trench as, and shall be at least 10 feet horizontally from and one foot vertically above any parallel pipeline conveying untreated sewage. The State Standards also require that at crossings between water and sewer lines, water mains shall be constructed perpendicular to and at least one foot above the sewer line. No connection joints shall be made in the water main within eight horizontal feet of the sewer pipeline.

Locations exist where there are valve clusters and intersections in the water main that are in very close proximity to the sewer line (less than the required 8 foot separation). The Hackberry Flat RV area appears to have locations where water lines and sewer lines cross one another in close proximity. These areas of fittings and joints in pipelines can be considered potential points of contamination if the system were to experience loss of system pressure.

Construction of any new water facilities should comply with current standards as they apply to separation from sewer pipelines.

Irrigation System

Irrigation systems connected to public water supplies are required by the Uniform Plumbing Code to have proper protection through the use of backflow prevention devices. Without proper backflow prevention, the potential exists for contaminated surface water to enter into the water pipeline from sprinkler locations if the system loses pressure. All irrigation lines connected to the main water line must have backflow prevention devices installed. The type of backflow preventer required can vary depending upon the different circumstances. In most cases, a pressure vacuum breaker (PVB) provides an adequate level of protection although the PVB must be at least 12 inches higher than the highest point in the irrigation system.

Surveys of the distribution system indicate that backflow preventers have been installed on all of the irrigation systems. However, a situation exists at Picnic Cove where the pressure vacuum breaker (PVB) is located at a spot lower in the system than the highest sprinkler. This situation should be corrected by either moving the PVB to a higher location or replacing the PVB with a reduced pressure style backflow prevention device.

Backflow from Hose Bibs

Approximately 112 hose bibs exist within the developed campsites in the Well #1 System (Fischer Point, Charlie's Point and T-Island). The uniform plumbing code requires that potable water outlets with hose attachments be protected by hose bib type backflow preventers. Most of the hose bibs within the water system appear to lack backflow preventers.

Backflow can occur due to siphoning if the pressure in the water supply suddenly drops to a low level. This can happen if the water supply pumping system fails, a water line breaks or when fire trucks pump from fire hydrants. In each of these cases, the pressure in the water supply lines may drop below atmospheric pressure as the lines drain, creating a vacuum which can pull water (and any contaminants) from a hose and into the main water supply. If a visitor connects a hose to one of the hose bibs, the potential exists for backflow of polluted or contaminated water into the public water supply, possibly causing a health hazard.

A HVB should be installed on each faucet or hose bib that is part of the potable water supply. HVB's are relatively inexpensive, costing approximately \$5 to \$10 each.

OPTIONS FOR IMPROVEMENTS

The ultimate goal for any improvements must be to provide an adequate source of supply that meets all water quality standards while providing an appropriate level of redundancy in the system. Three alternatives have been considered as potential projects for the Woodward water system.

Option A

Option A would include the construction of a new well with corresponding new electrical controls and mechanical equipment meeting current standards. A schematic of the proposed well-head configuration is shown in Figure 2. The new well would include auxiliary power, a flow meter, and a new hydropneumatic pressure tank. Redundancy would be found in the ability to meet modest domestic demands through the use of the interconnection with the Well #2 system. Although complete source redundancy would not exist, the presence of the connection to Well #2 would provide adequate water to meet basic demands during a temporary emergency condition. System operators would simply need to be aware that irrigation may not be possible during the outage of the main well on System #1.

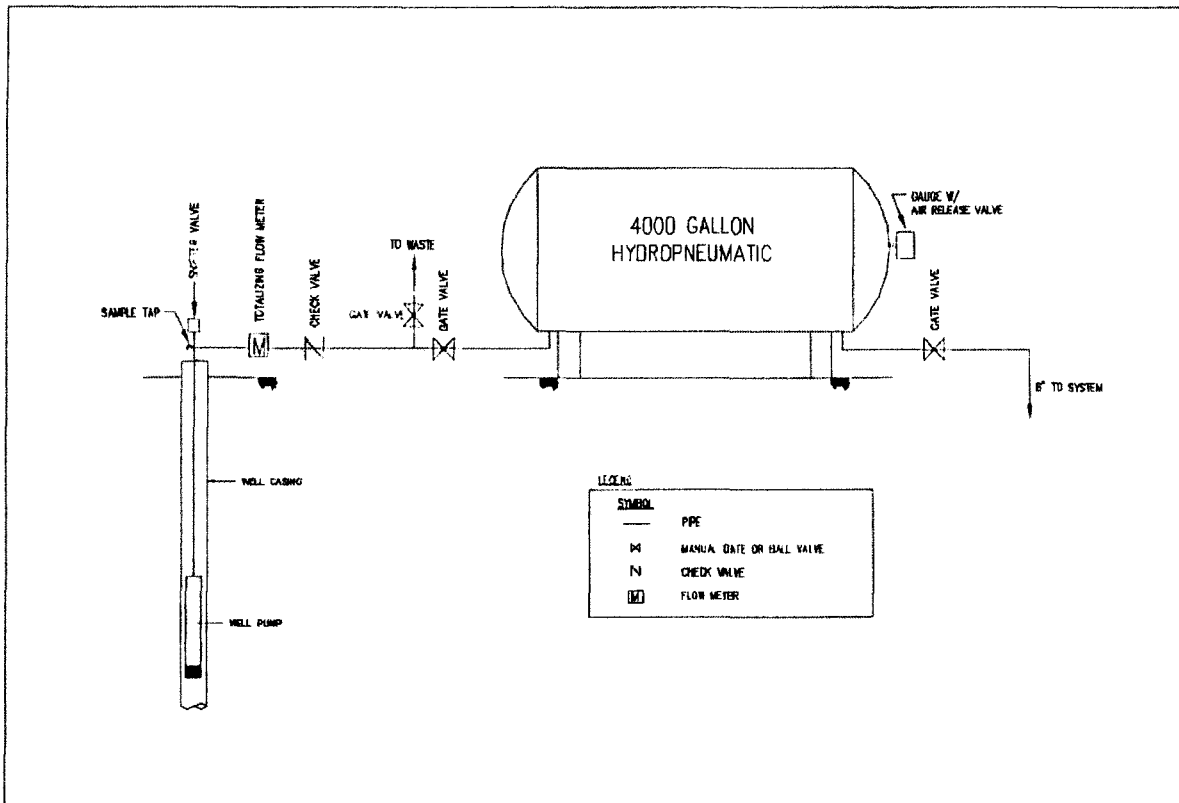


Figure 3
Schematic of Proposed New Well

Option B

Option B includes the construction of two new wells in the Well #1 system. The reason for construction of two wells would be to provide a total system redundancy. During failure or maintenance of one of the two wells, the system would still be capable of meeting peak day demands without the use of the interconnection with Well #2. By constructing the wells near one another, the wells could share an electrical service and have both pump controllers in a single panel with an alternator that would alternate the use of each pump. The wells would share a single generator and a single hydropneumatic tank would be required.

Option C

Option C would include construction of a single new well to replace Well #1, improvements to the interconnection to Well #2, and replacement of the pump and hydropneumatic tank at Well #2. The idea with Option C is to provide improvements to System #1 as described in Option A in combination with improvements to the Well #2 system and the inter-tie so that Well #2 could meet peak day demands in both systems in the event of a failure at the new Well #1. This alternative would include the installation of equipment that would allow the operation of either of the two wells utilizing a portable generator.

Improvements to the inter-tie would include the construction of about 2300 ft of new 6" diameter pipeline from the connection point near the RV dump station to the Well #2 site.

The improvements at Well #2 would include replacement of the present 10hp, 100 gpm pump with a larger 40 hp, 350 gpm pump.

Table 5
Option A, Preliminary Construction Cost Estimate
Single Well System for System #1
Woodward Reservoir Water System

Item	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization	1	l.s.	20,000 \$	20,000
2	Abandonment of Existing Well	1	l.s.	10000 \$	10,000
3	Demo of Existing Electrical	1	l.s.	1000 \$	1,000
4	6" Pipeline to New Well	300	l.f.	70 \$	21,000
5	Well Construction	1	l.s.	90000 \$	90,000
6	Pump Installation	1	l.s.	25000 \$	25,000
7	Pressure Tank	1	l.s.	30000 \$	30,000
8	Misc. Mechanical/Plumbing	1	l.s.	20000 \$	20,000
9	Electrical & Instrumentation	1	l.s.	70,000 \$	70,000
Subtotal= \$					287,000
Contingency (20%)= \$					57,400
Construction Total= \$					344,400

Design/Miscellaneous

10	CEQA	by County Staff
11	Services During Construction (Hydrogeologist)	\$ 25,000
12	Services During Construction (Civil Design Engineer)	\$ 8,000

Table 6
Option B, Preliminary Construction Cost Estimate
Two Well System for System #1
Woodward Reservoir Water System

Item	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization	1	l.s.	20,000 \$	20,000
2	Abandonment of Existing Well	1	l.s.	10000 \$	10,000
3	Demo of Existing Electrical	1	l.s.	1000 \$	1,000
4	6" Pipeline to New Well	300	l.f.	70 \$	21,000
5	Well Construction 1A	1	l.s.	90000 \$	90,000
6	Pump Installation 1A	1	l.s.	25000 \$	25,000
7	Well Construction 1B	1	l.s.	80000 \$	80,000
8	Pump Installation 1B	1	l.s.	25000 \$	25,000
9	Pressure Tank	1	l.s.	30000 \$	30,000
10	Misc. Mechanical/Plumbing	1	l.s.	20000 \$	20,000
11	Electrical & Instrumentation	1	l.s.	70,000 \$	70,000

Subtotal= \$ 392,000
Contingency (20%)= \$ 78,400
Construction Total= \$ 470,400

Design/Miscellaneous

12	CEQA	by County Staff
13	Extra Design Services (for second well)	\$ 10,000
14	Services During Construction (Hydrogeologist)	\$ 28,000
15	Services During Construction (Civil Design Engineer)	\$ 10,000

Table 7
Option C, Preliminary Construction Cost Estimate
Single Well for System #1 w/ Improvements to Interconnection & Well #2
Woodward Reservoir Water System

Item	Description	Quantity	Unit	Unit Price	Extension
1	Mobilization	1	l.s.	20,000 \$	20,000
2	Abandonment of Existing Well	1	l.s.	10000 \$	10,000
3	Demo of Existing Electrical	1	l.s.	1000 \$	1,000
4	6" Pipeline to New Well	300	l.f.	70 \$	21,000
5	Well Construction	1	l.s.	90000 \$	90,000
6	Pump Installation at New Well 1	1	l.s.	25000 \$	25,000
7	Pressure Tanks	2	ea.	30000 \$	60,000
8	Mechanical/Plumbing Well #1	1	l.s.	20000 \$	20,000
9	Electrical & Instrumentation Well 1	1	l.s.	60000 \$	60,000
10	Electrical & Instrumentation Well 2	1	l.s.	25000 \$	25,000
11	6" Pipe from Muir Pt. to RV Dump Sta.	2400	l.f.	70 \$	168,000
12	Pump Installation at Well #2	1	l.s.	25000 \$	25,000
13	Mechanical/Plumbing Well #2	1	l.s.	15000 \$	15,000
				Subtotal= \$	540,000
				Contingency (20%)= \$	108,000
				Construction Total= \$	648,000
	<u>Design/Miscellaneous</u>				
14	CEQA				by County Staff
15	Services During Construction (Hydrogeologist)			\$	25,000
16	Services During Construction (Civil Design Engineer)			\$	15,000
17	Extra Design Services for new pipeline & well #2 improvements			\$	20,000
18	In-Place Density Testing for Pipeline			\$	5,000
				Total Project Budget = \$	713,000

RECOMMENDATION & SUMMARY OF PROPOSED MODIFICATIONS

Given the nature of the Woodward Water System and the fact that it is considered a transient non-community water system, a judgement call must be made as to the appropriate level of reliability and redundancy for the system. Sauers Engineering, Inc. recommends that the County proceed with Option C which would include the replacement of the existing Well #1 with a single new well along with improvements to Well #2 and the interconnecting pipeline that would allow either well to provide water service to the entire park.

The new Well #1 would include the ability to connect a portable generator for use during a power outage and the interconnection with Well #2 would provide an emergency water supply that could serve water needs in the event that the new Well #1 would be out of service. This option meets the intent of the regulations in that public health would not be threatened and the system could remain pressurized during a planned outage at either of the two wells.

The following itemized list summarizes the proposed modifications at the Woodward Reservoir. The proposed modifications would include:

At Well #1

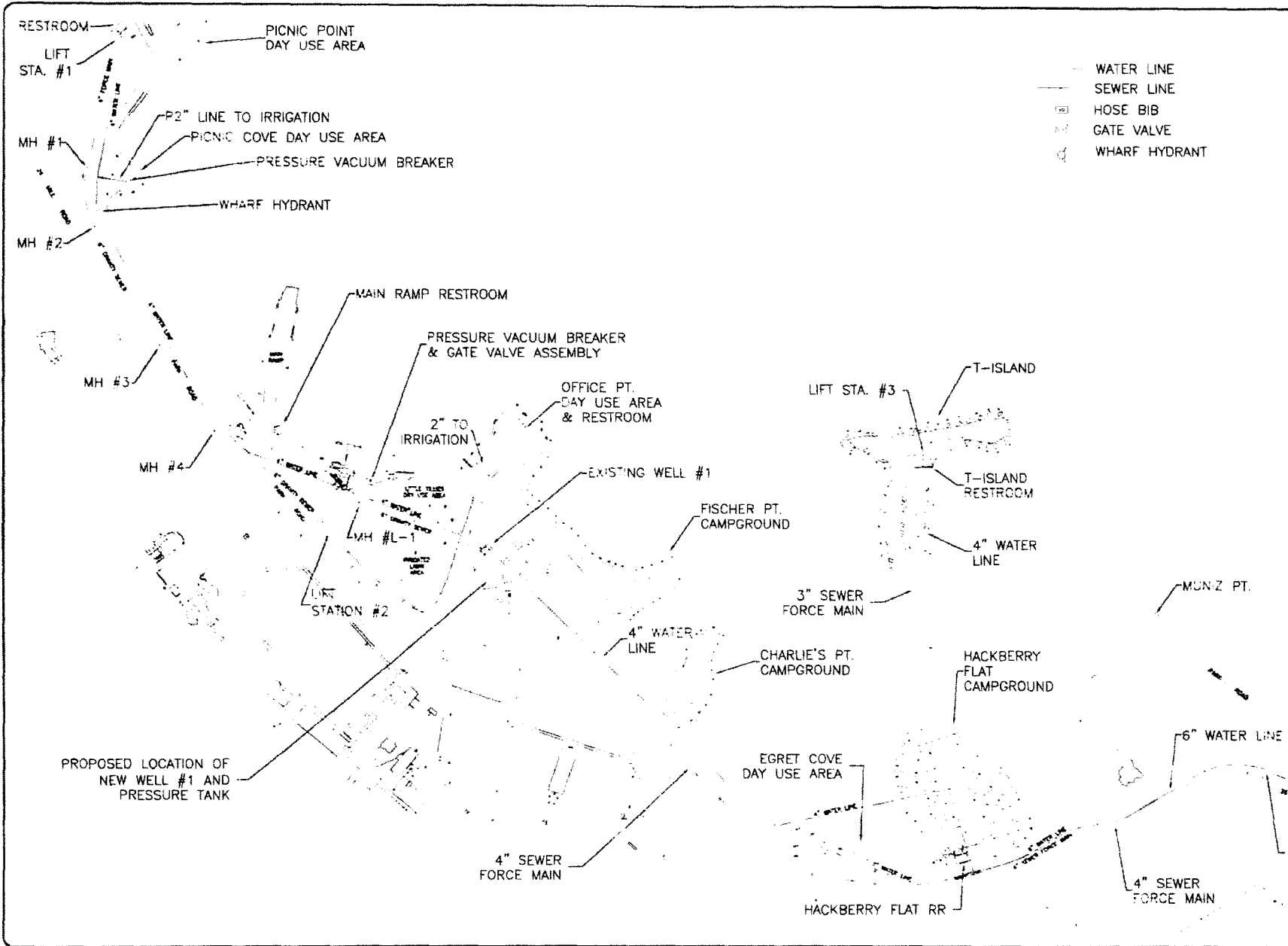
- ▶ Drill and complete one new well for the Well #1 System.
- ▶ Install a new hydropneumatic system (new pressure tank & associated valves & piping) at the new Well #1.
- ▶ Install a new submersible pump in the new Well #1.
- ▶ Install new electrical controls and manual transfer switch for use with portable generator.
- ▶ Install a new flow meter.
- ▶ Construct fenced enclosure for protection of new well head.

At Well #2

- ▶ Replace existing well pump with larger 350 gpm well pump.
- ▶ Add new transfer switch to allow operation with a generator.
- ▶ Upgrade electrical service and controls as necessary for larger pump.
- ▶ Replace existing pressure tank sized appropriately for larger well pump.
- ▶ Install new piping as necessary for increased flows.
- ▶ Install 2400 l.f. of 6" C900 pipeline to connect the two water systems.

In addition to the construction of a new well, the following modifications should be made to the distribution system. These improvements could be made by County staff.

- ▶ Raise the PVB at Picnic Cove so it is higher than the highest outlet it serves or replace with an appropriate style backflow prevention device.
- ▶ Install hose vacuum breakers at all hose bibs.



- WATER LINE
- SEWER LINE
- ⊠ HOSE BIB
- ⊞ GATE VALVE
- ⊕ WHARF HYDRANT

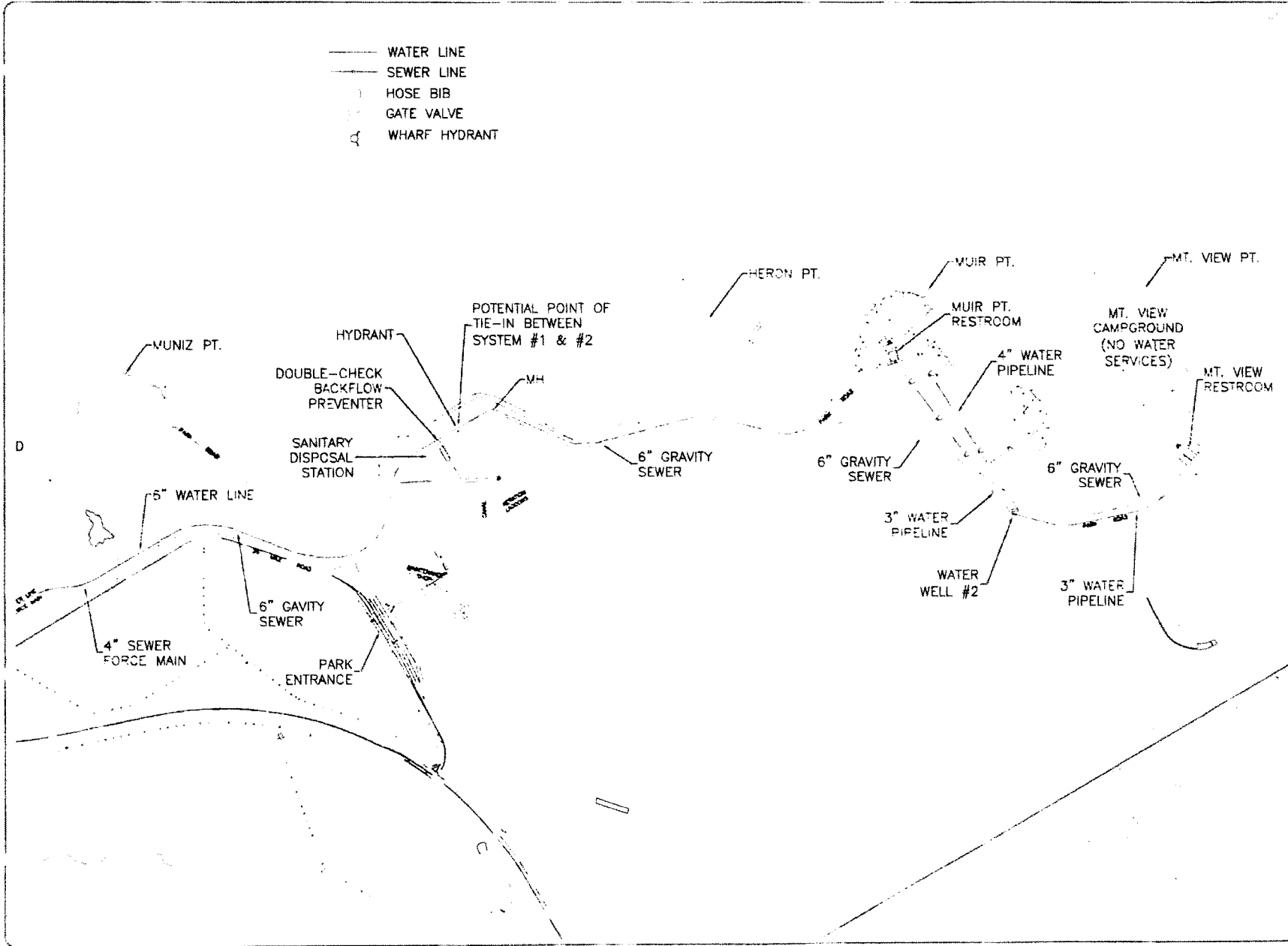
FIGURE
3

System Facilities Map

Woodward Reservoir
Water System
Engineering Report
March 2001, Fresno, California

Sauers Engineering, Inc.
Civil and Environmental Engineers
440 Lower Grass Valley Road, Suite A, Nevada City, CA 95956
Telephone (530) 266-8821

Designer: REM
Drawn: REM
Date: 2/22/06
Scale: 1" = 150'



- WATER LINE
- - - SEWER LINE
- | HOSE BIB
- ⊕ GATE VALVE
- ⊕ WHARF HYDRANT

FIGURE
4

System Facilities Map

Woodward Reservoir
Water System
Engineering Report
Stanislaus
California

Sauers Engineering, Inc.
Civil and Environmental Engineers
401 Lower Grass Valley Road, Suite A, Nevada City, CA 95959
Telephone: (530) 252-9021

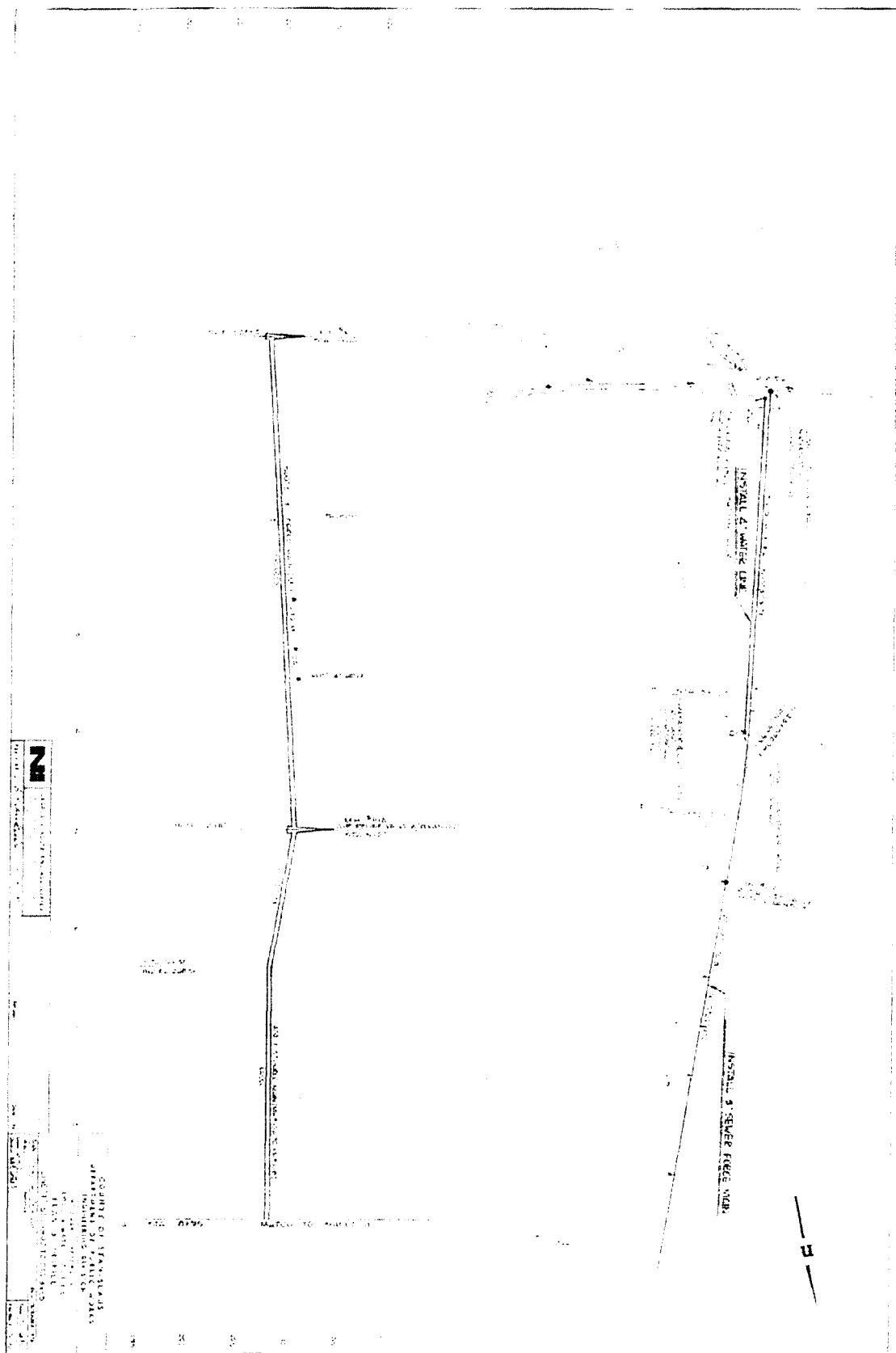
Designed
Drawn
Date
Scale

KEM
KEM
2.22.06

1" = 350'

ATTACHMENT 5

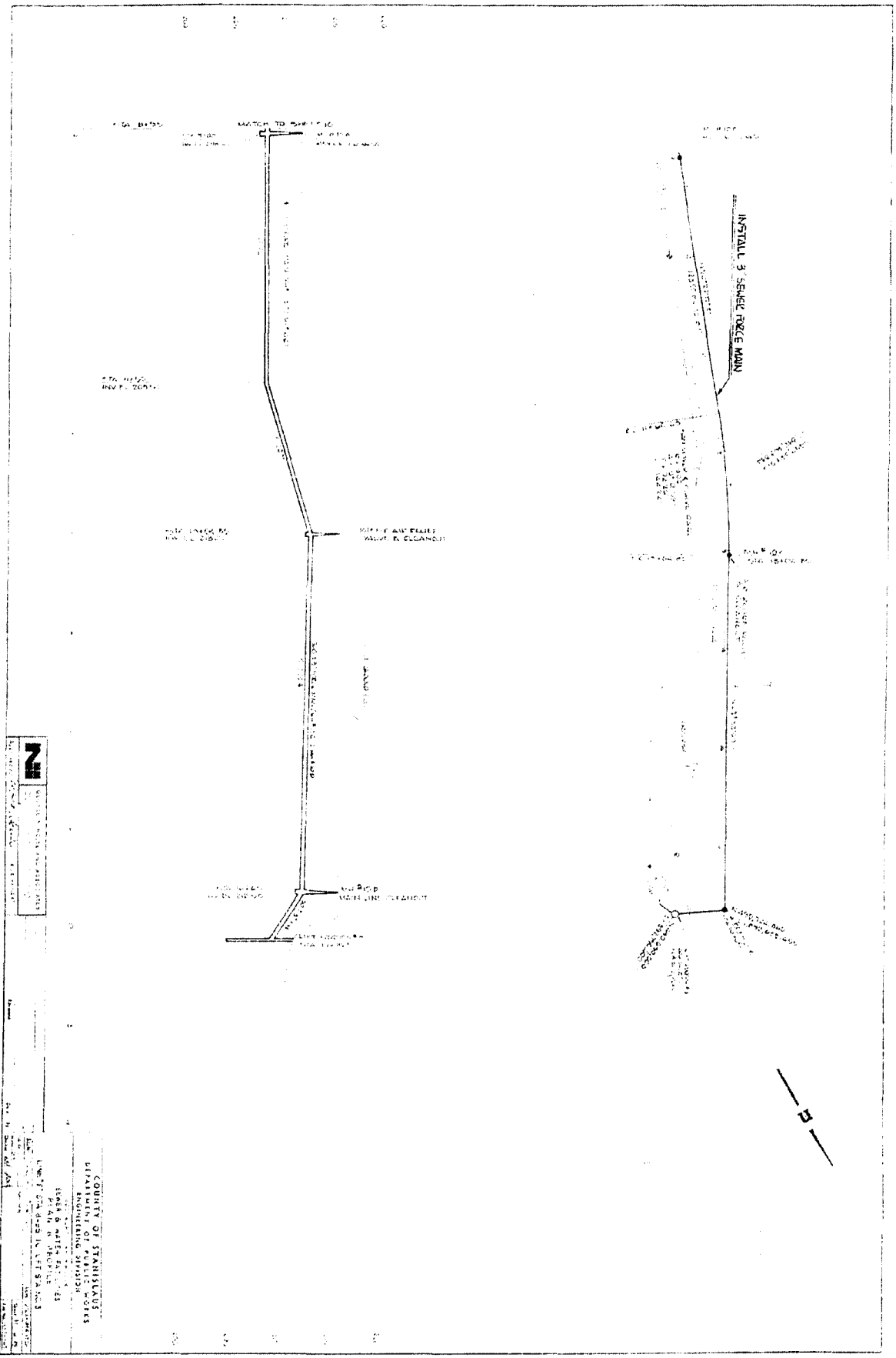
Woodward Reservoir Sewer and Water Facilities



2
 COUNTY OF TARRANT
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 1000 F STREET, N.W.
 WASHINGTON, D.C. 20540

COUNTY OF TARRANT
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 1000 F STREET, N.W.
 WASHINGTON, D.C. 20540

B



7
 COUNTY OF FRANKLIN
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

COUNTY OF FRANKLIN
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 PROJECT NO. 10-10-10-10
 SHEET NO. 7 OF 10
 DATE: 10/10/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]





DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
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. 1

**REQUEST FOR PROPOSAL
FOR THE
WOODWARD RESERVOIR
MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES**

By: 
Michael S. Luevano, Assistant Engineer

DATE: AUGUST 8, 2013
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM

**ADDENDUM NO. 1
WOODWARD RESERVOIR MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM
DATE: AUGUST 8, 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 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 Addendum. 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.

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

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense

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 Indemnatee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

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

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

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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, LS
Director

Colt Esenwein, PE
Deputy Director, Engineering/Operations

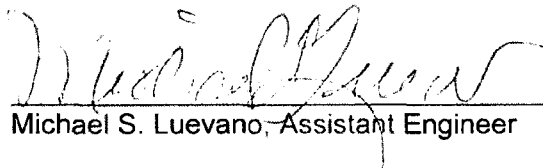
Diane Haugh
Assistant Director, Business/Finance

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

www.stancounty.com/publicworks

ADDENDUM NO. 2

**REQUEST FOR PROPOSAL
FOR THE
WOODWARD RESERVOIR
MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES**

By: 
Michael S. Luevano, Assistant Engineer

DATE: AUGUST 20, 2013
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM

ADDENDUM NO. 2
WOODWARD RESERVOIR MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM
DATE: AUGUST 20, 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. *Are sheets 1-9 & 12-16 from the 1974 Nolte Improvement Plans of T Island available to view? Is there any way to get better scans of those sheets? There will be information on the other sheets that would be helpful even if they are not of the area of concern.*

RESPONSE: Attached are sheets 1-9 & sheets 12-16 from the 1974 Nolte Improvement Plans of T Island at Woodward Reservoir.

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

PLANS FOR THE CONSTRUCTION
- OF
WOODWARD RESERVOIR

SEWER & WATER FACILITIES

PREPARED BY
GEORGE S. NOLTE AND ASSOCIATES
SAN JOSE CALIFORNIA

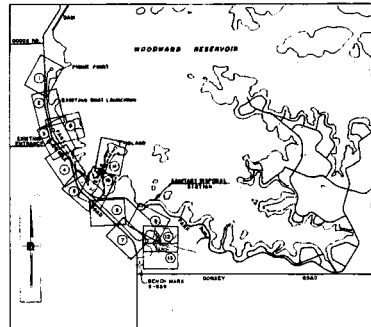
1974

SHEET INDEX

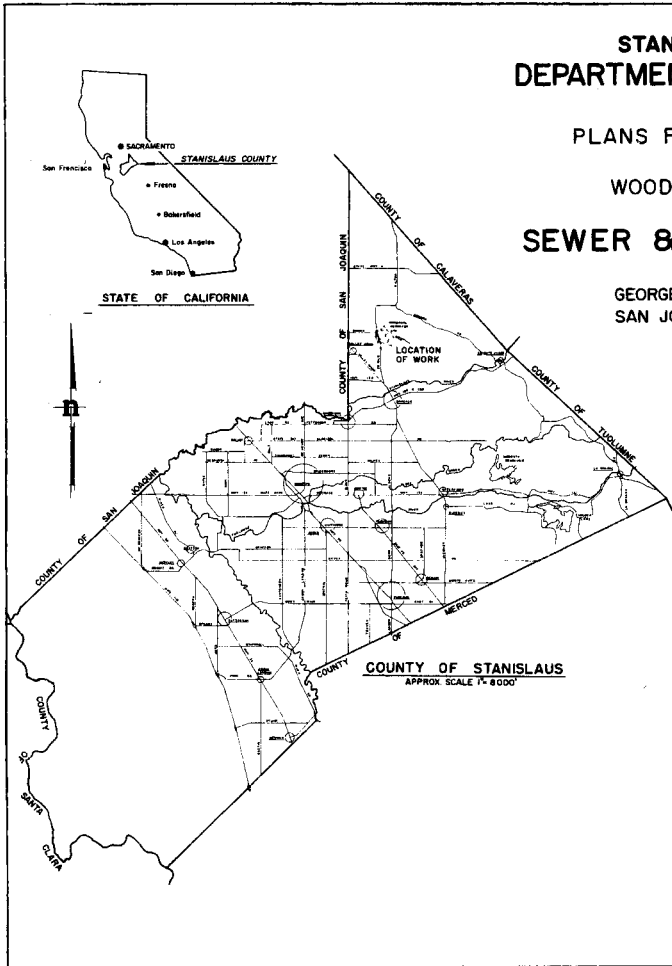
- A COVER SHEET
- B GENERAL NOTES, LEGEND & DETAILS
- 1 PLAN & PROFILE STA. 0+00 TO STA. 11+25
- 2 PLAN & PROFILE STA. 11+25 TO STA. 22+40
- 3 PLAN & PROFILE STA. 22+40 TO STA. 35+00
- 4 PLAN & PROFILE STA. 35+00 TO STA. 47+25
- 5 PLAN & PROFILE STA. 47+25 TO STA. 57+07.22
- 6 PLAN & PROFILE STA. 57+07.22 TO STA. 67+00
- 7 PLAN & PROFILE STA. 67+00 TO 74+00
- 8 PLAN & PROFILE STA. 74+00 TO 80+58.82
- 9 PLAN & PROFILE LINE "L"
- 10 PLAN & PROFILE LINE "T" STA. 0+00 TO STA. 8+95
- 11 PLAN & PROFILE LINE "T" STA. 8+95 TO LIFT STA. NO. 1
- 12 AERATION LAGOON, SANITARY DISPOSAL STATION & ACCESS ROAD
- 13 EVAPORATION POND BERM PLAN & PROFILE
- 14 AERATION LAGOON, EQUIPMENT LAYOUT
- 15 LIFT STATION SITE PLANS
- 16 ELECTRICAL DETAILS

SUBMITTED:
BY *George S. Nolte*
KENNETH W. MANNING R.C.E. NO. 1247
DATE: *December 5, 1974*
COUNTY OF STANISLAUS
George S. Nolte
DIRECTOR OF PUBLIC WORKS
DATE: *12/5/74*
John J. ...
CHIEF ADMINISTRATIVE OFFICER
DATE: *1/7/75*

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
WOODWARD RESERVOIR
SEWER & WATER FACILITIES
COVER SHEET

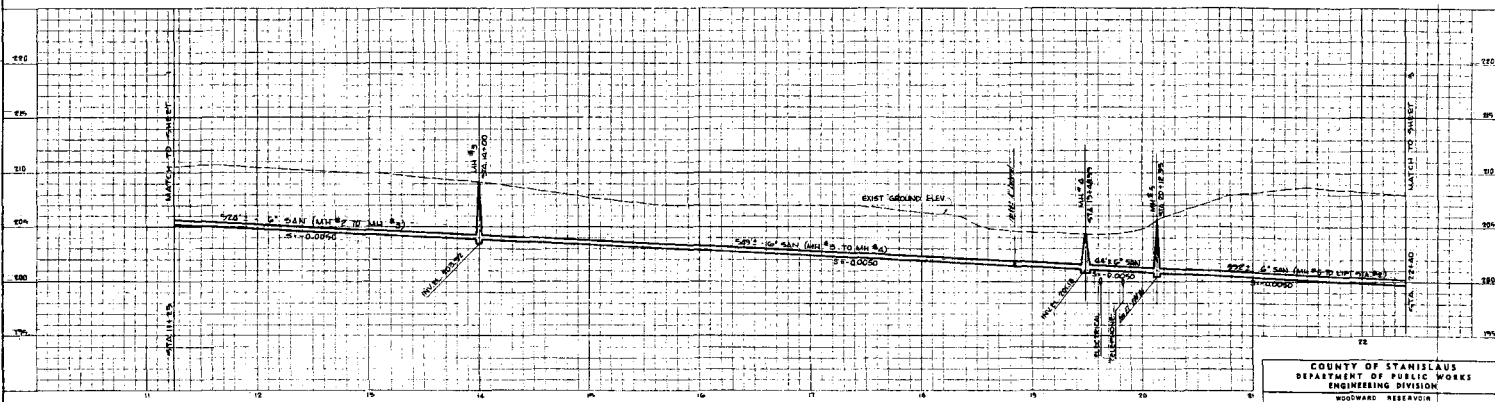
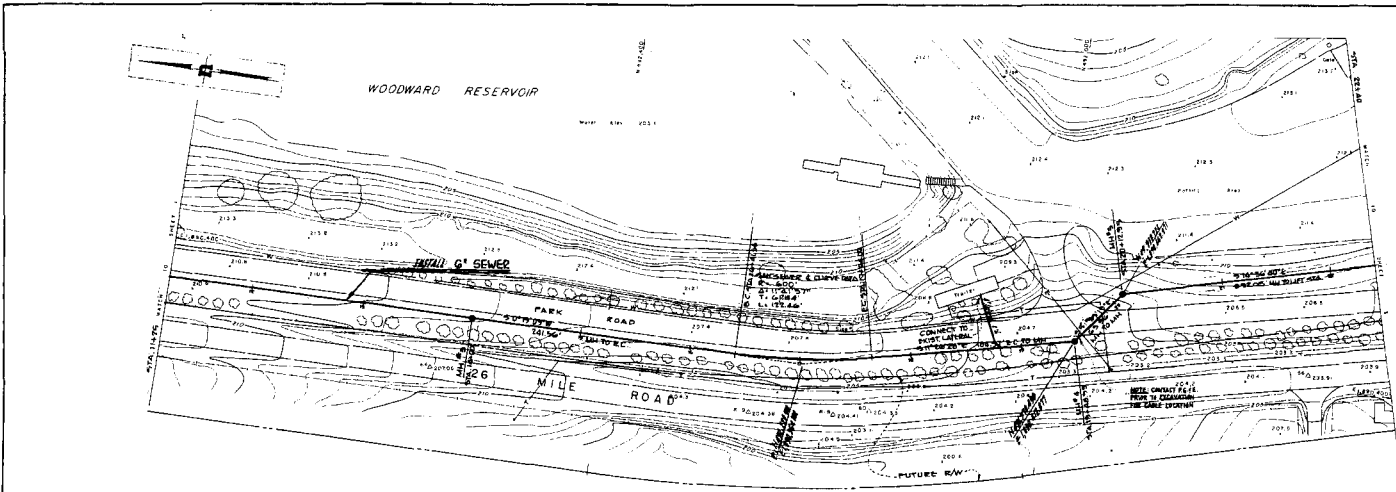


KEY MAP
SCALE: 1" = 100'



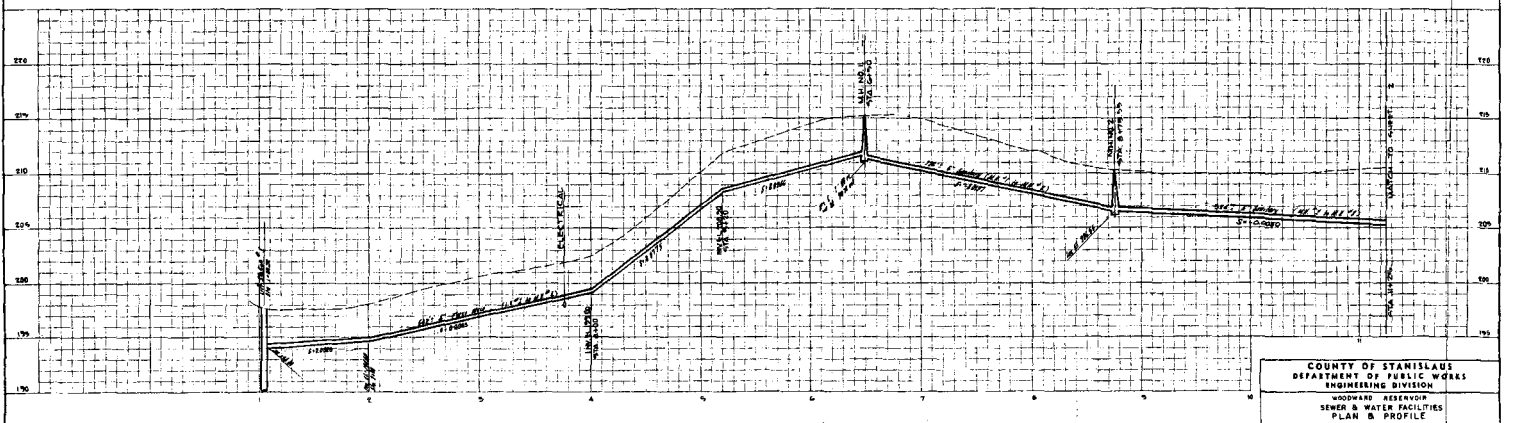
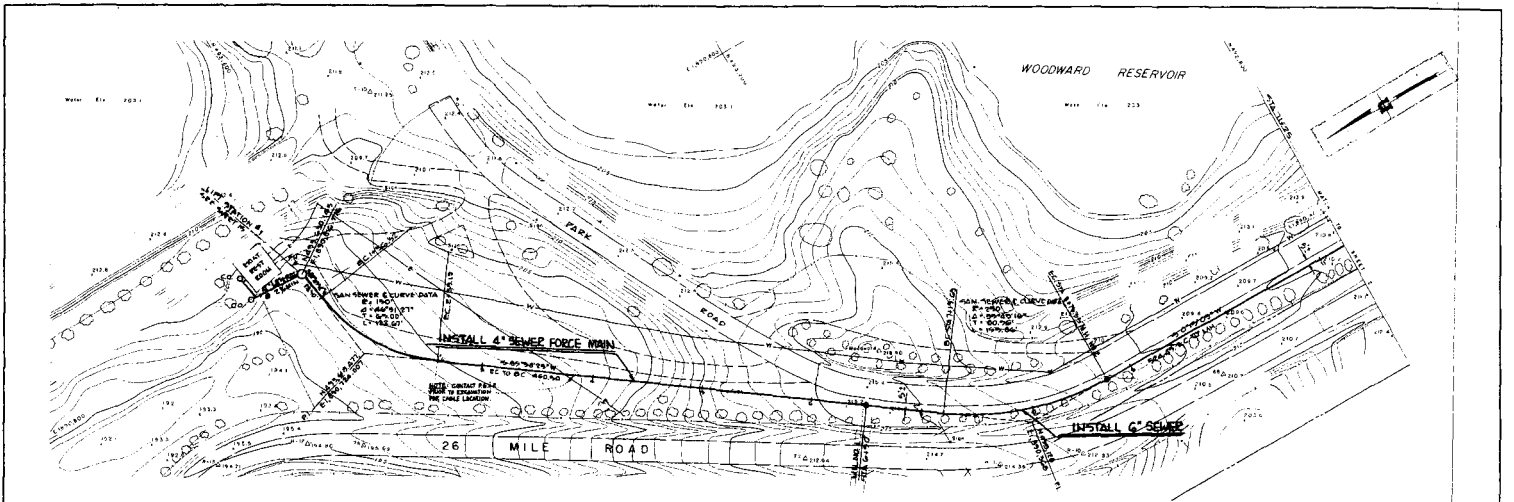
COUNTY OF STANISLAUS
APPROX. SCALE 1" = 6000'

	GEORGE S. NOLTE AND ASSOCIATES 20101 - FIRST ST. - SAN JOSE, CALIF. 95131	DATE: <i>12/5/74</i>	SHEET: <i>1</i> OF <i>16</i>
	PROJECT: <i>WOODWARD RESERVOIR</i>	DRAWN BY: <i>...</i>	CHECKED BY: <i>...</i>

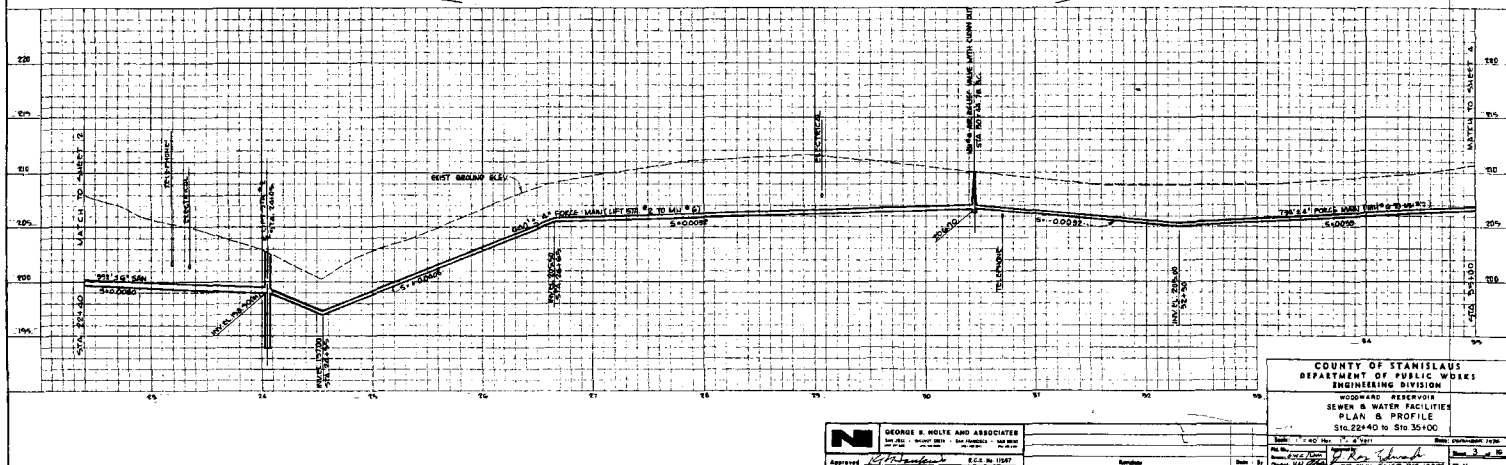
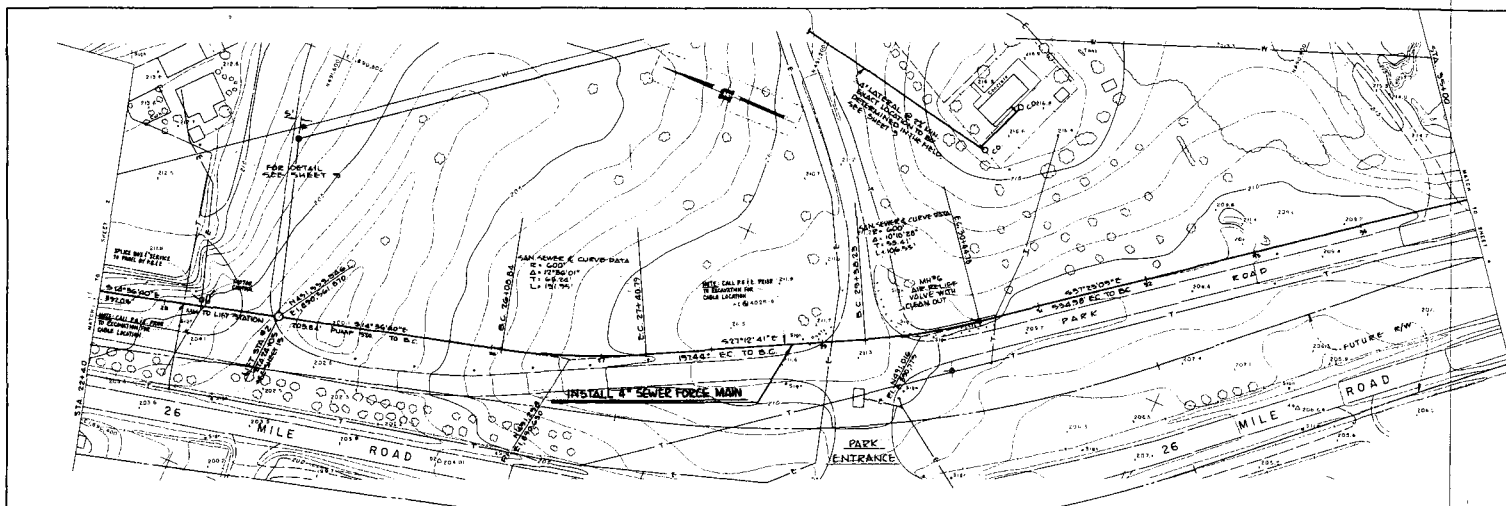


	GEORGE B. NOLTE AND ASSOCIATES 1000 J ST. - SUITE 200 - SACRAMENTO, CALIF. 95811 Phone: (916) 441-1100	3	Scale: 1" = 40' Horiz. 1" = 4' Vert.	Date: 11/25/20	Sheet: 1 of 15
	Approved: <i>[Signature]</i> 11/25/20	Checked: <i>[Signature]</i> 11/25/20	Drawn: <i>[Signature]</i> 11/25/20	Title:	Project:

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 WOODWARD RESERVOIR
 SEWER & WATER FACILITIES
 PLAN & PROFILE
 STA 11+25 TO STA 22+40



	GEORGE S. HOLTE AND ASSOCIATES 2020 N. 10th St. - SPOKANE, IDAHO Approved: <i>[Signature]</i>	Scale: 1" = 100' Plan 1" = 10' Profile Date: 12/14/25 Sheet: 1 of 1 Project: Woodward Reservoir Sewer & Water Facilities Drawn by: <i>[Signature]</i> Checked by: <i>[Signature]</i> Title: PLAN & PROFILE No. 24-75
	Date: 12/14/25 Sheet: 1 of 1 Project: Woodward Reservoir Sewer & Water Facilities Drawn by: <i>[Signature]</i> Checked by: <i>[Signature]</i> Title: PLAN & PROFILE No. 24-75	

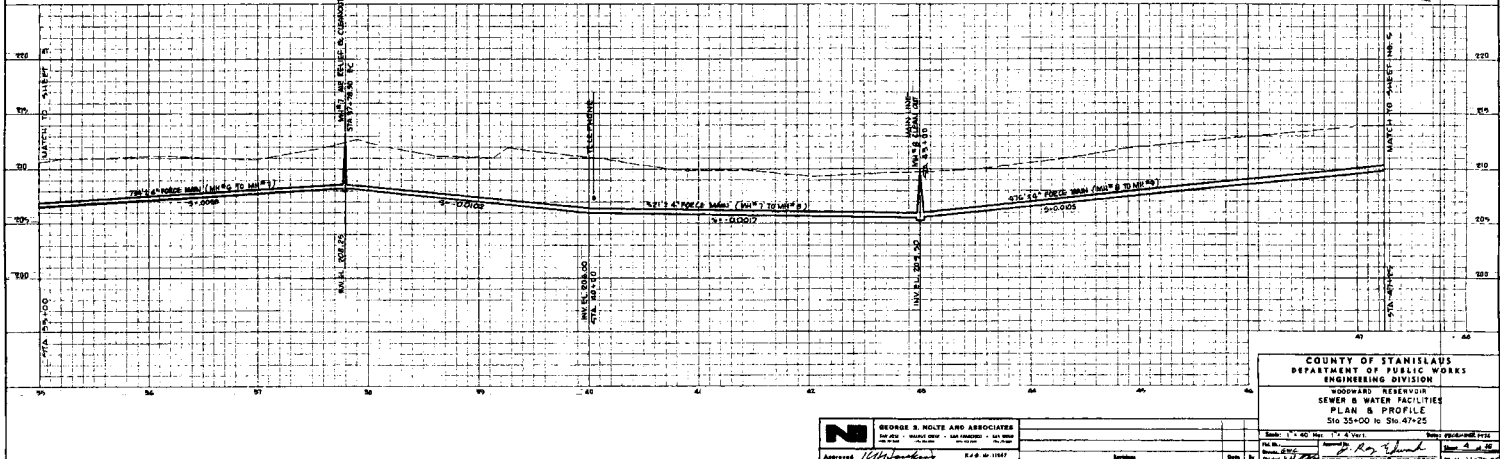
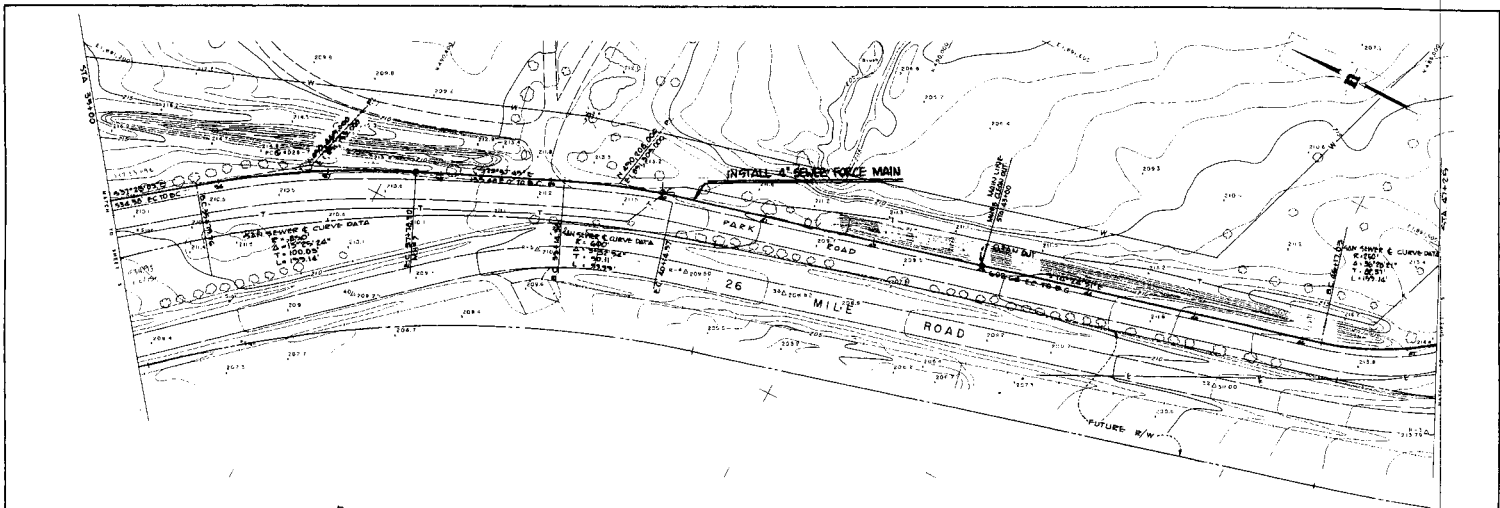


GEORGE S. HOLTE AND ASSOCIATES
 1000 10th St. N. Ste. 200
 Berkeley, CA 94710
 Phone: (415) 841-1100
 Fax: (415) 841-1101
 www.gsholte.com

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 WOODBRAND RESERVOIR
 SEWER & WATER FACILITIES
 PLAN & PROFILE
 SHEET 40 OF 50

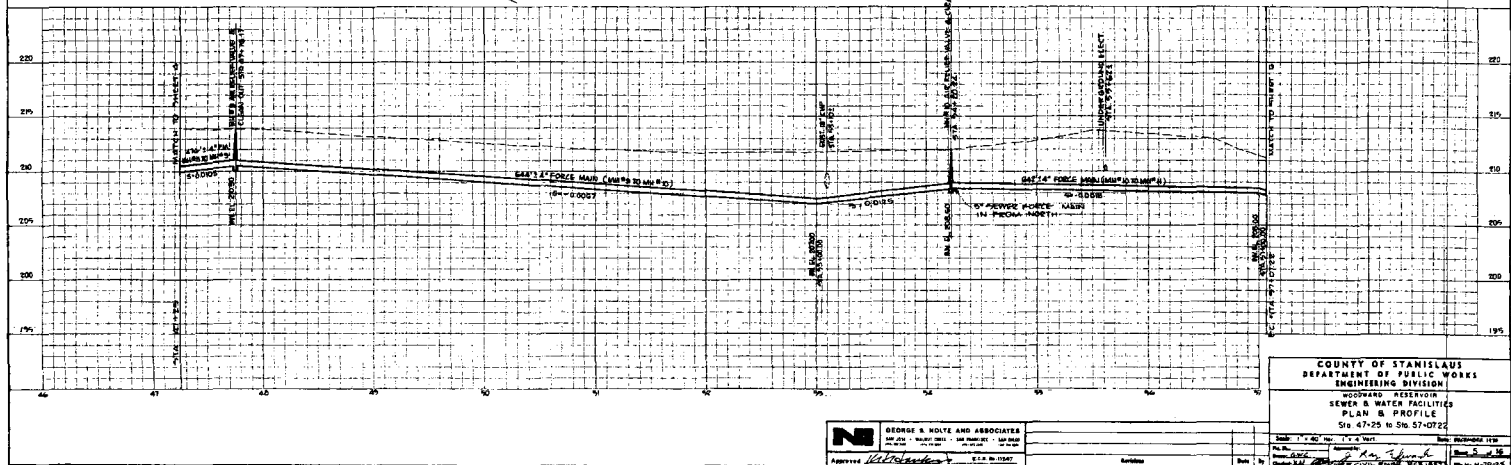
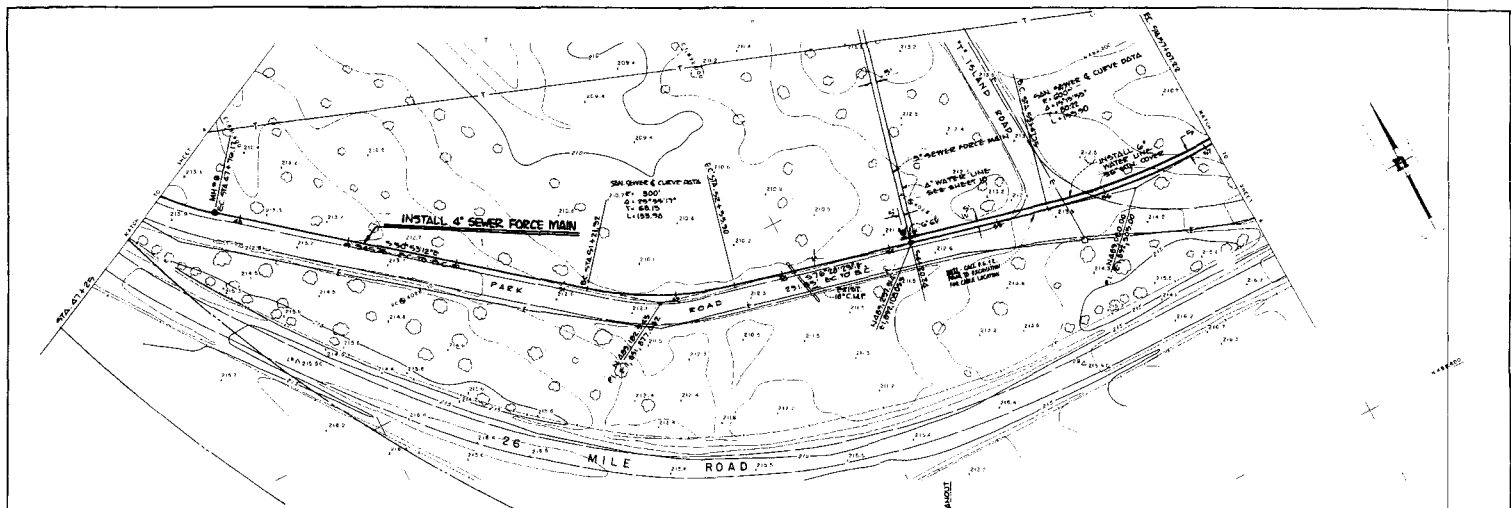
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 Date: 02/14/2007
 Sheet: 40 of 50

503-73
 11-20-02



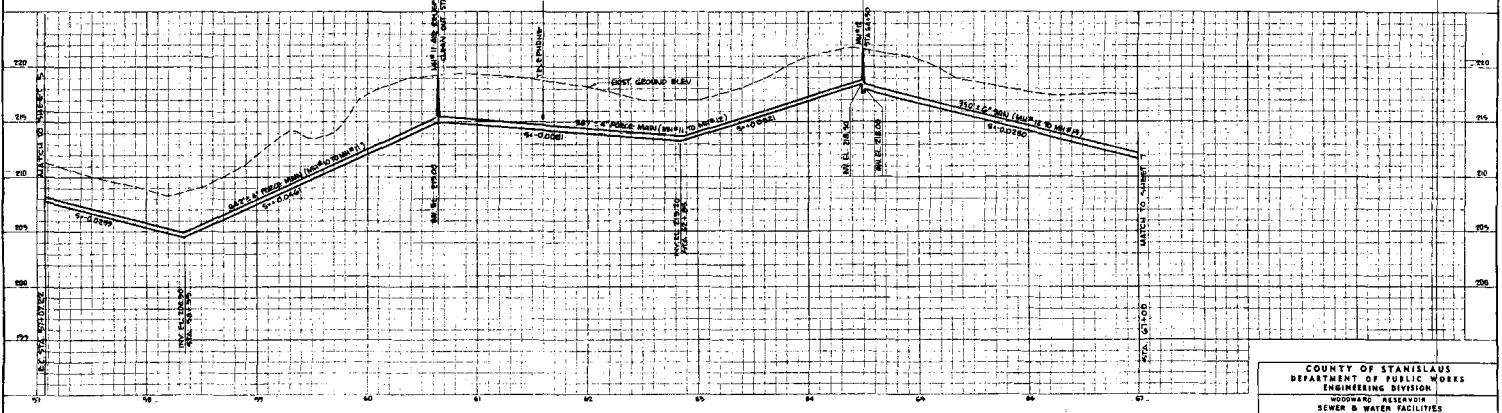
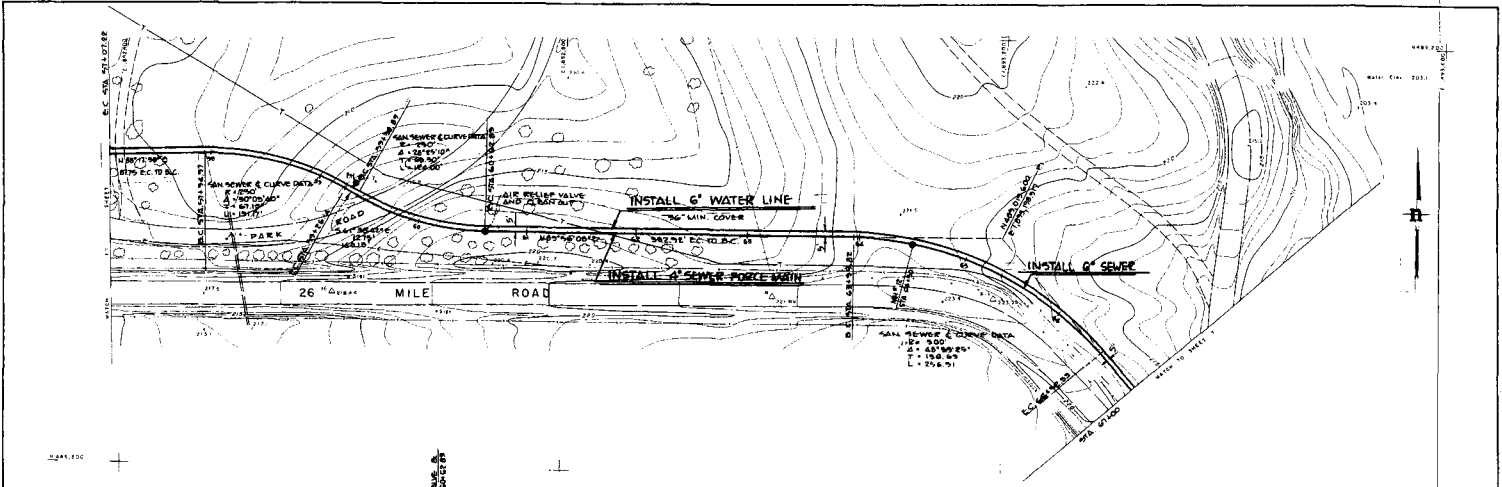
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	Approved: [Signature]	Project:	Sheet: 14	Total Sheets: 15

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 "WOODWARD" RESERVOIR
 SEWER & WATER FACILITIES
 PLAN & PROFILE
 STA 35+00 TO STA 45+00



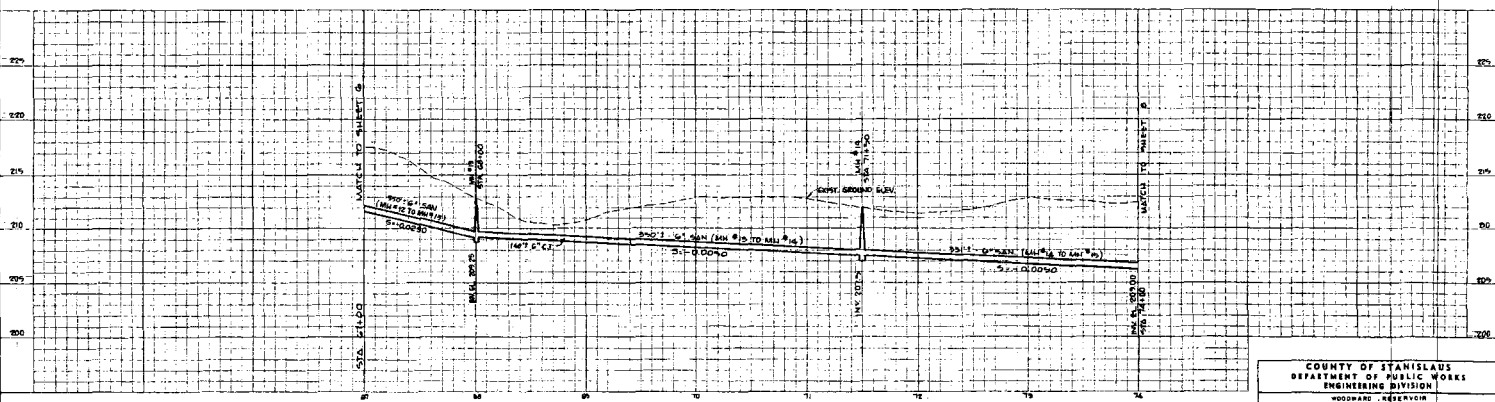
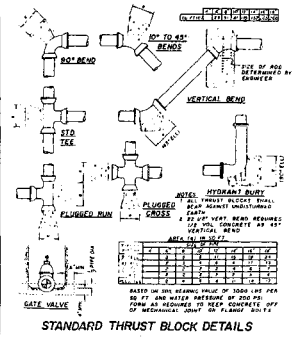
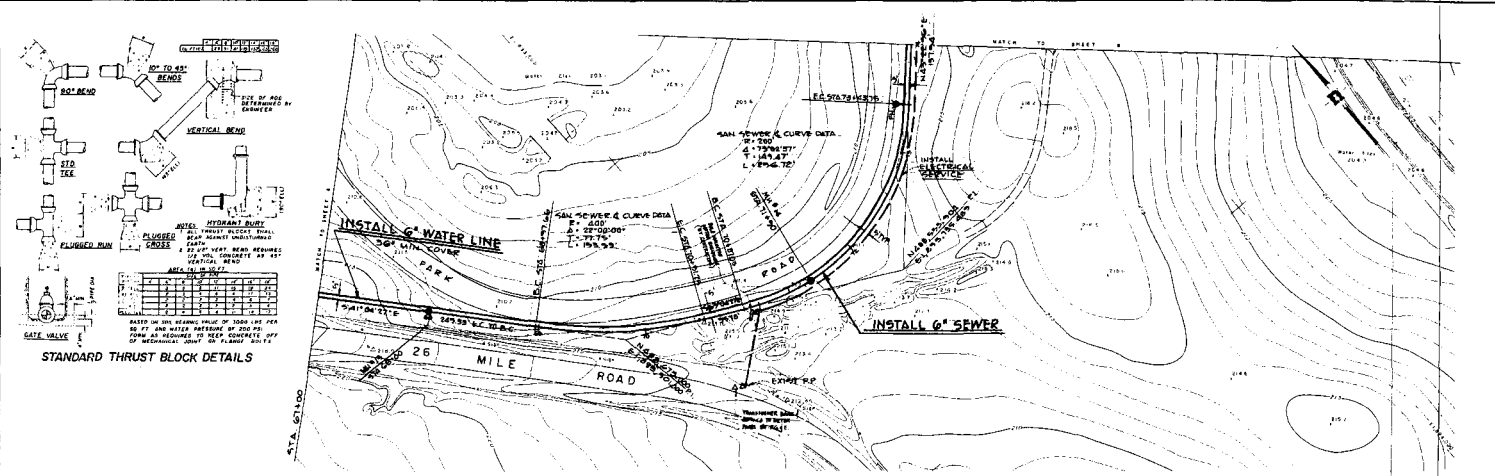
GEORGE S. HOLTE AND ASSOCIATES
 200 S. 10th St., Ste. 200
 Stockton, CA 95210
 Phone: (209) 477-1111
 Fax: (209) 477-1112
 Website: www.gsholte.com

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 HOODWARD RESERVOIR
 SEWER & WATER FACILITIES
 PLAN & PROFILE
 Sta 47+25 to Sta 57+07.22



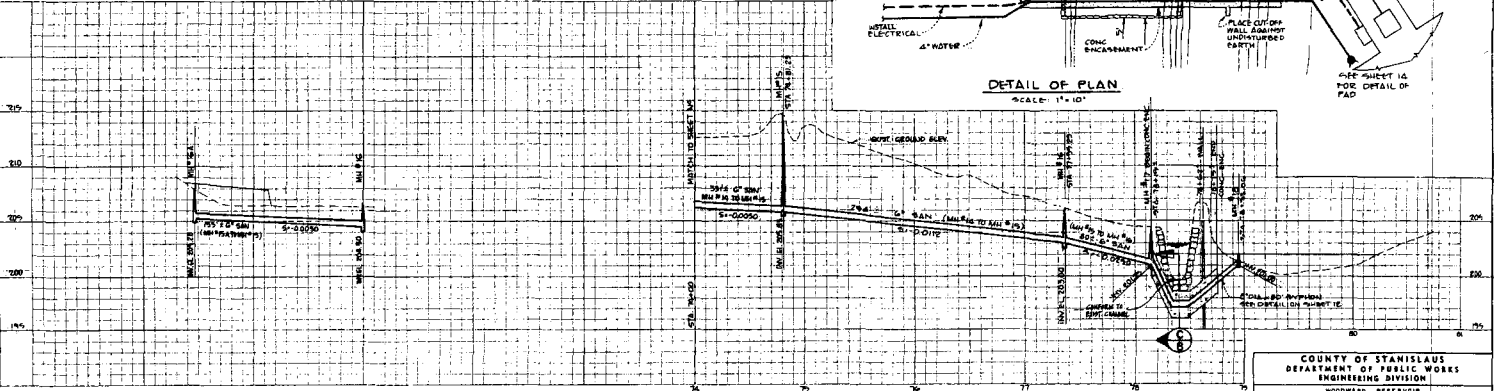
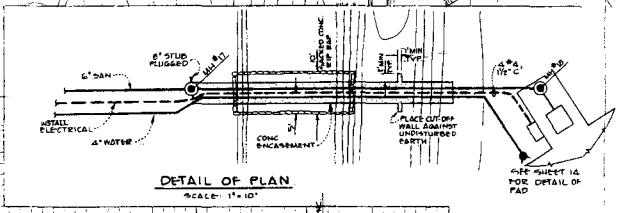
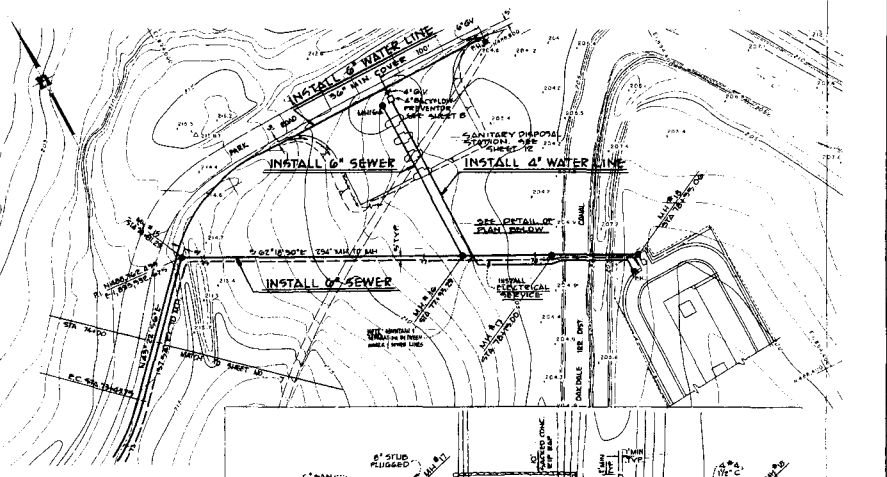
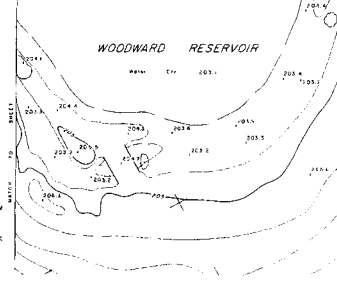
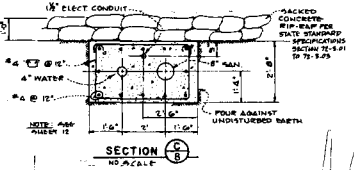
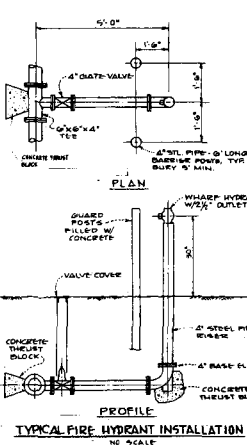
GEORGE S. HOLTE AND ASSOCIATES
 1000 ...
 Approved: *[Signature]* R.E. No. 1142

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 WOODWARD RESERVOIR
 SEWER & WATER FACILITIES
 PLAN & PROFILE
 Sta. 57+07.22 to 58+67+00

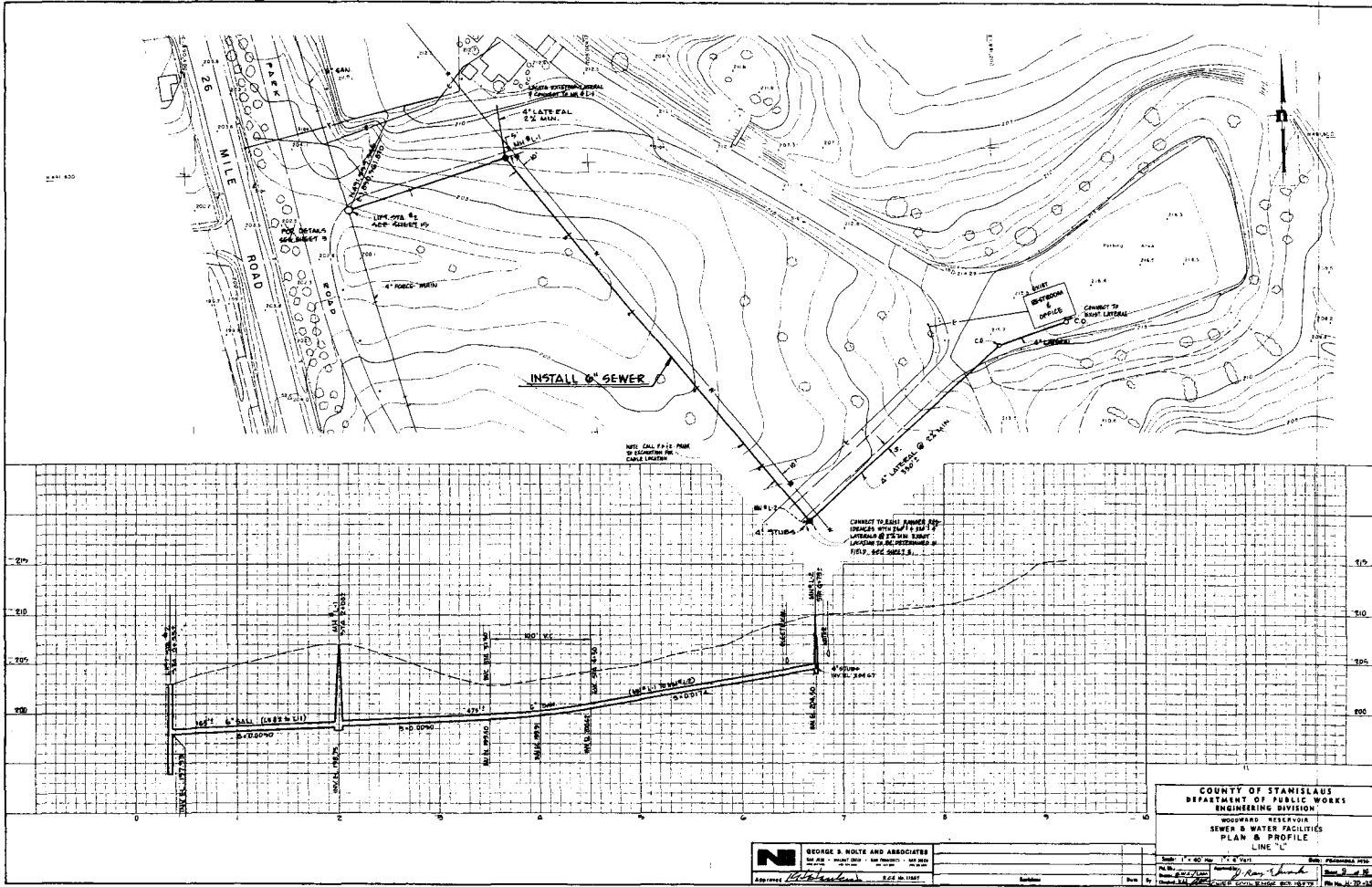


GEORGE H. HOLTE AND ASSOCIATES
 CIVIL ENGINEERS - SAN FRANCISCO - CALIFORNIA
 Approved: *[Signature]* Date: 10-1-1958

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 WOODWARD RESERVOIR
 SEWER & WATER FACILITIES
 PLAN B - PROFILE
 STA 67+00 TO STA 74+00



COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION WOODWARD RESERVOIR SEWER & WATER FACILITIES PLAN & PROFILE STA 74+00 TO STA 80+82		Scale: 1" = 10' Date: 1/26/56 Drawn: [Signature] Checked: [Signature]
GEORGE & HOLTE AND ASSOCIATES 1100 Broadway S.F. 4	Project: Woodward Reservoir E.C. 11-1157	Station: [Blank] Date: [Blank]



INSTALL 6" SEWER

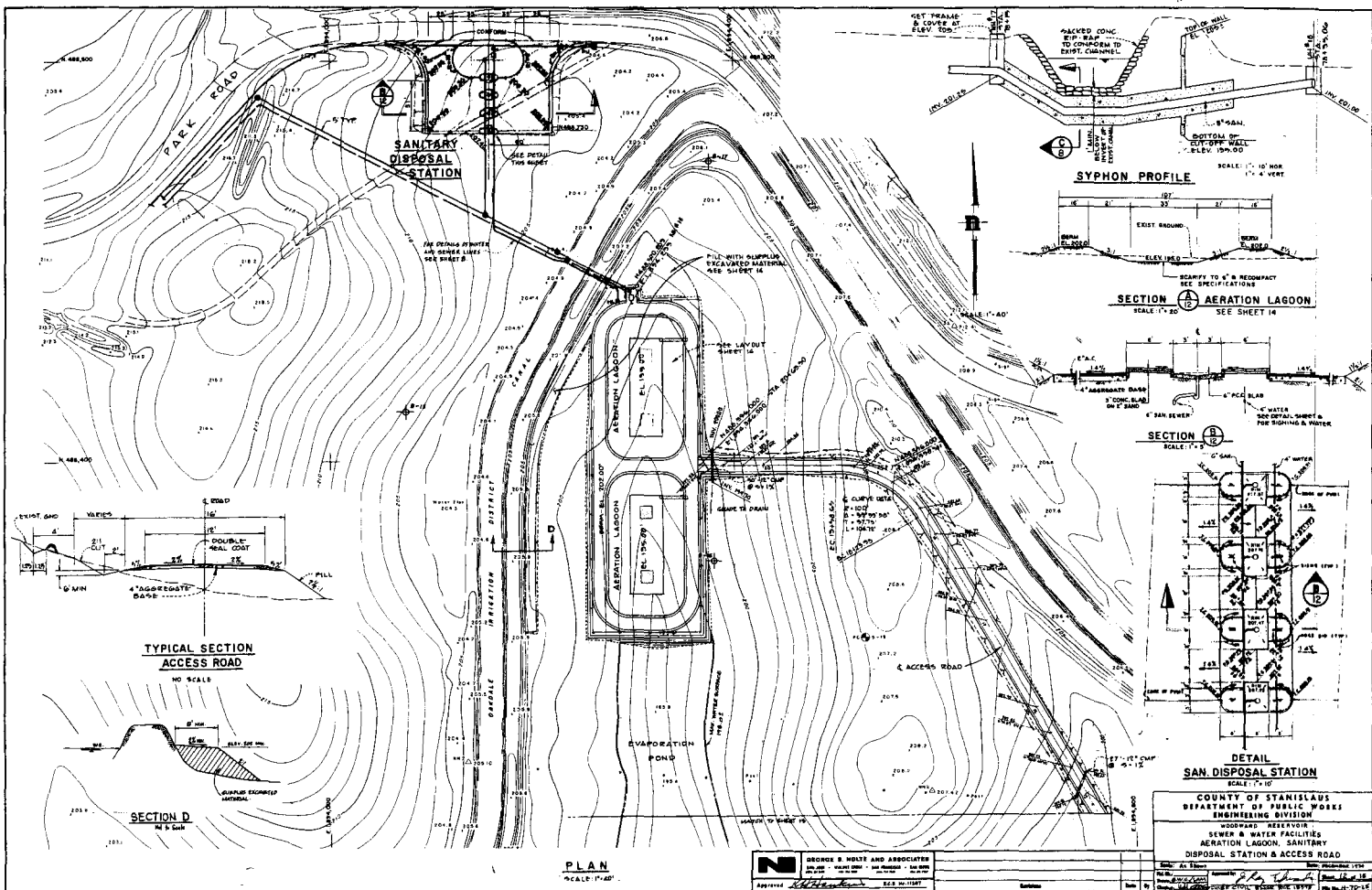
NOTE: CALL FOR 12" FROM
TO ALIGNMENT OF
CONCRETE LATERAL

CONNECT TO EXISTING 8" DIA
LATERAL WITH 2" DIA 12" DIA
LATERAL TO BE INSTALLED IN
FIELD. SEE SHEET B.

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
WOODWARD RESERVOIR
SEWER & WATER FACILITIES
PLAN & PROFILE
LINE "L"

GEORGE B. NOLTE AND ASSOCIATES
INCORPORATED
1000 J STREET
SAN JOSE, CALIF. 95128
PHONE (415) 281-1100

Scale: 1" = 40' HORIZ. 1" = 4' VERT.
Date: 10/15/73
Drawn by: [Signature]
Checked by: [Signature]
Approved by: [Signature]



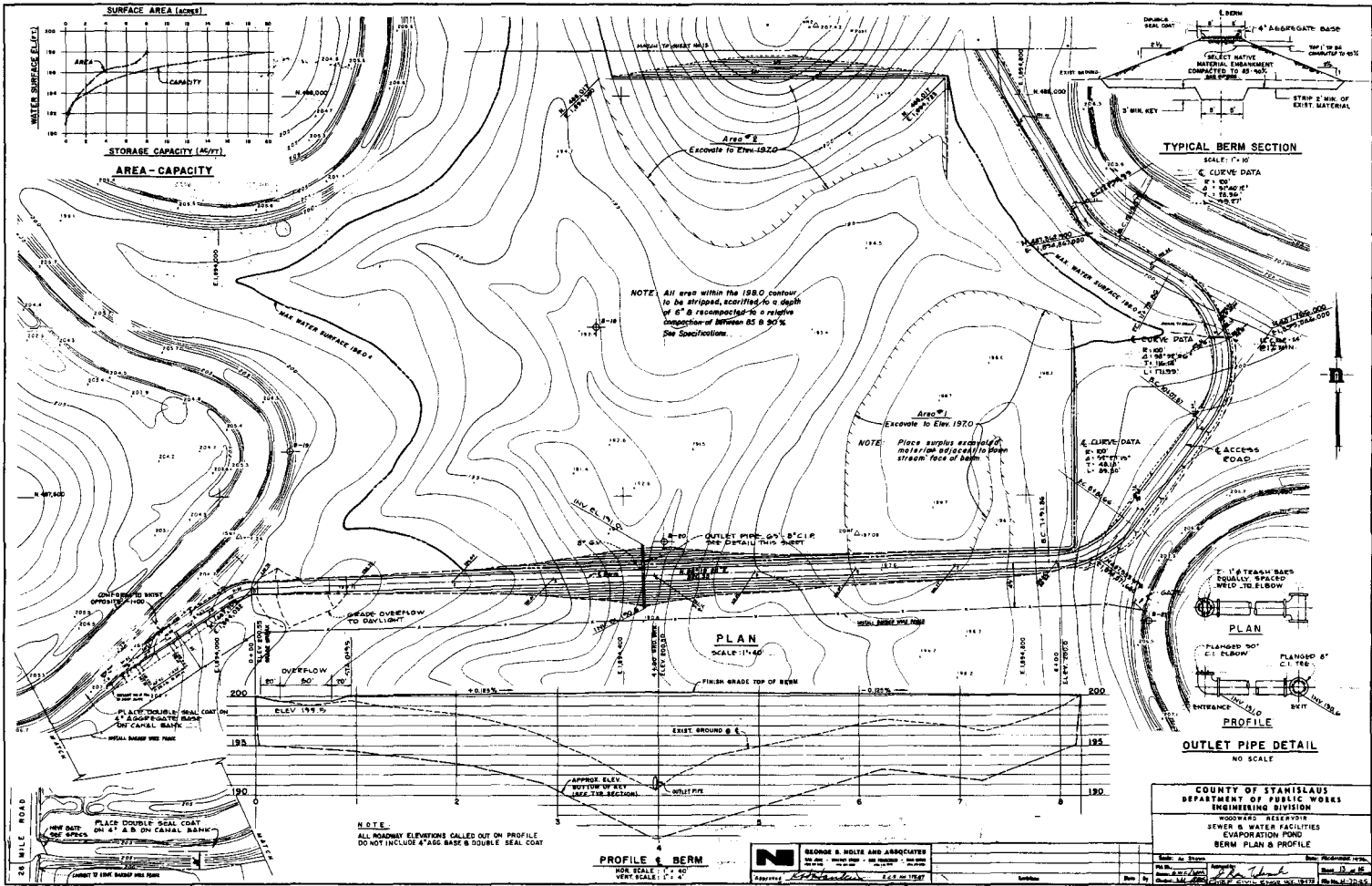
**DETAIL
SAN. DISPOSAL STATION**
SCALE: 1" = 10'

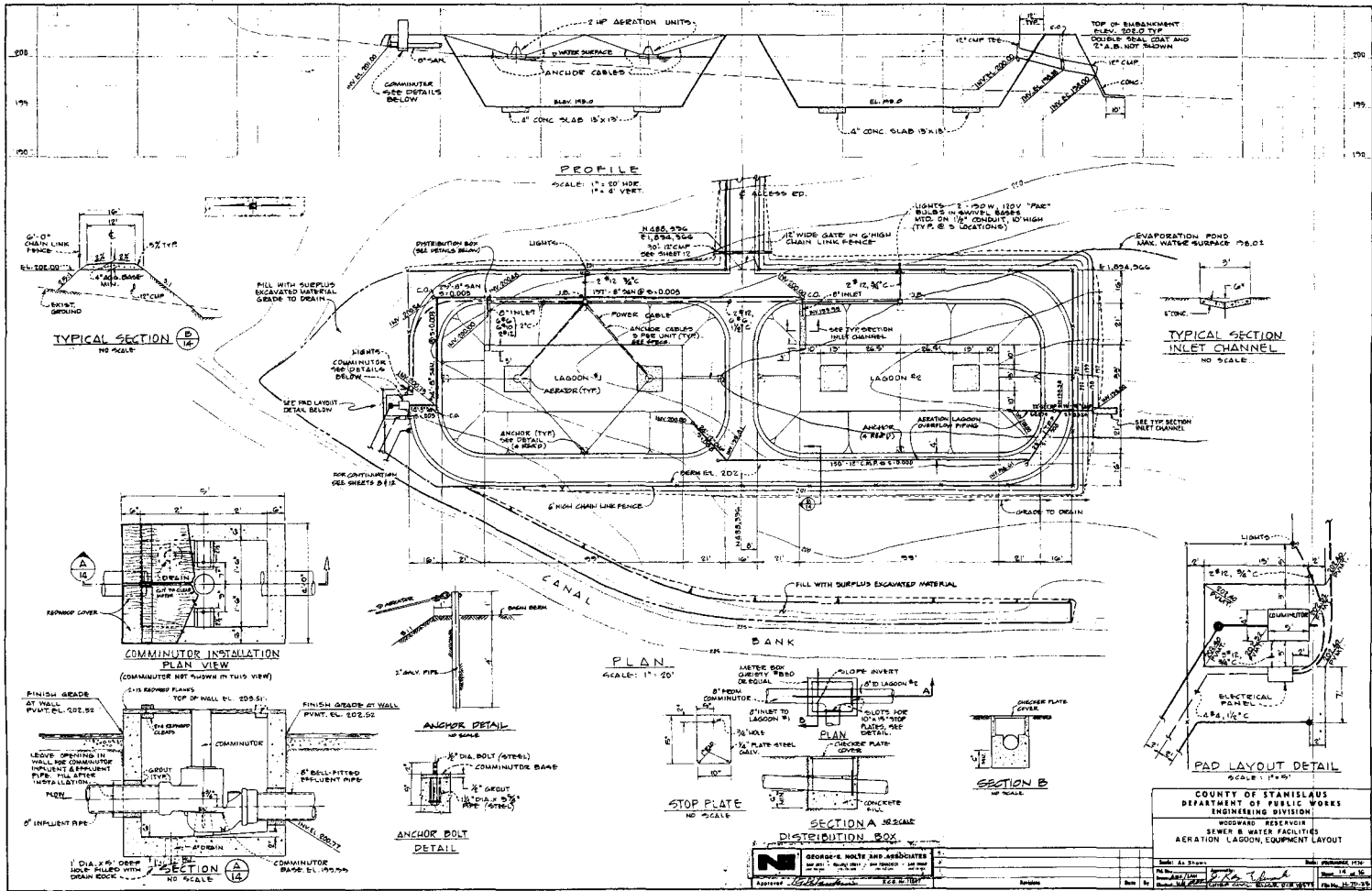
COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
WOODWARD RESERVOIR
SEWER & WATER FACILITIES
AERATION LAGOON, SANITARY
DISPOSAL STATION & ACCESS ROAD

DATE: 11/15/57	BY: J. H. ...	CHECKED: ...
APPROVED: ...	SCALE: 1" = 10'	PROJECT: ...

GEORGE S. HOLTS AND ASSOCIATES
200 ...
SACRAMENTO, CALIF.

PLAN
SCALE: 1" = 40'





PROFILE
SCALE: 1" = 20' HORZ
1" = 4' VERT

PLAN
SCALE: 1" = 20'

TYPICAL SECTION INLET CHANNEL
NO SCALE

COMMUNITOR INSTALLATION PLAN VIEW
(COMMUNITOR NOT SHOWN IN THIS VIEW)

ANCHOR BOLT DETAIL

STOP PLATE
NO SCALE

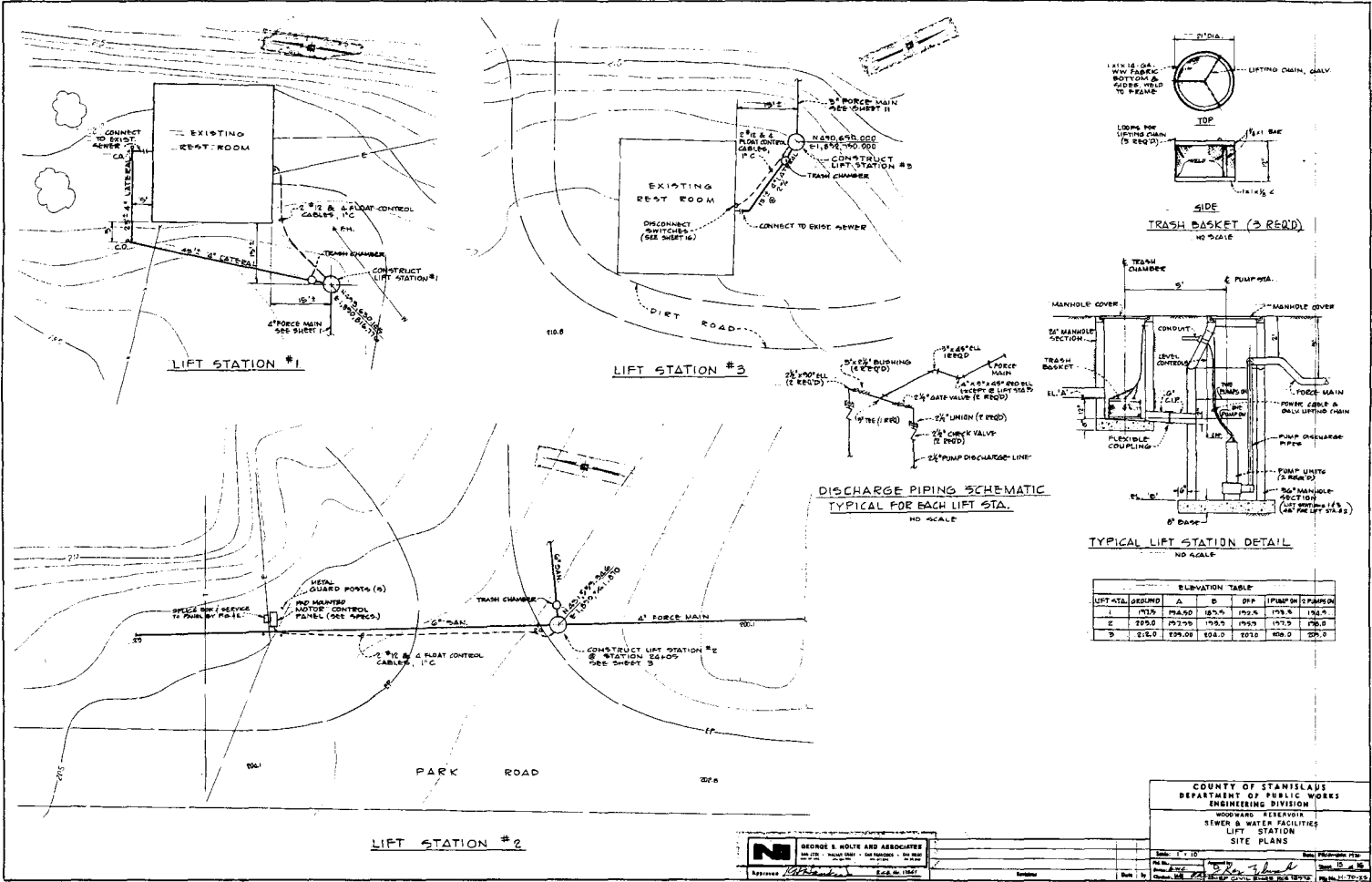
SECTION A
NO SCALE

SECTION B
NO SCALE

PAD LAYOUT DETAIL
SCALE: 1" = 6"

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
WOODWARD RESERVOIR
SEWER & WATER FACILITIES
AERATION LAGOON, EQUIPMENT LAYOUT

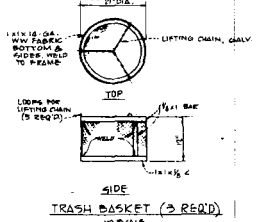
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	PROJECT NO. 1001-1001 CONTRACT NO. 1001-1001	TITLE: AERATION LAGOON, EQUIPMENT LAYOUT	SCALE: AS SHOWN



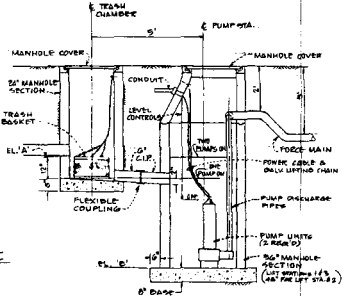
LIFT STATION #1

LIFT STATION #3

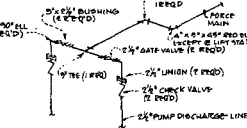
LIFT STATION #2



TRASH BASKET (3 REQD)



TYPICAL LIFT STATION DETAIL



DISCHARGE PIPING SCHEMATIC
TYPICAL FOR EACH LIFT STA.

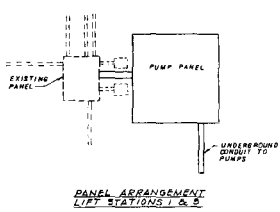
ELEVATION TABLE

LIFT STA	GROUND	A	B	DP	PUMP ON	PUMP OFF
1	171.9	174.0	187.5	192.5	193.8	194.9
2	209.0	197.5	198.5	199.9	197.5	196.0
3	212.0	199.0	198.0	201.0	196.0	195.0

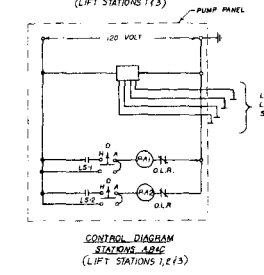
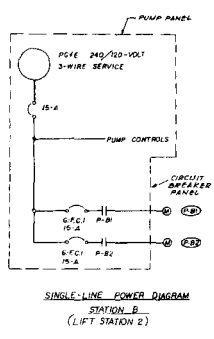
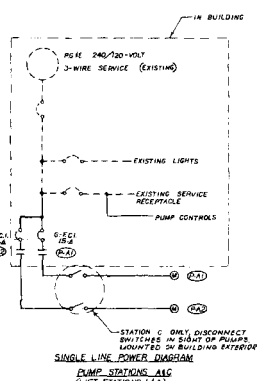
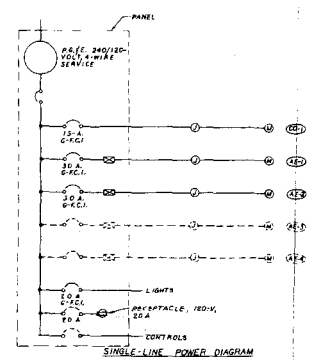
GEORGE S. HOLTE AND ASSOCIATES
 1001 W. ...
 ...

COUNTY OF STANISLAUS
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 WOODWARD RESERVOIR
 SEWER & WATER FACILITIES
 LIFT STATION
 SITE PLANS

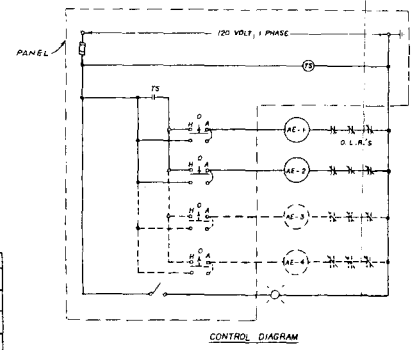
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 Date: ...
 Drawing No.: ...



NOTE
BROKEN LINE
DENOTES EXIST-
ING OR FUTURE
(N.C.)



SYMBOL	DESCRIPTION
P-1, P-2 P-1, P-2	PUMP MOTOR, 1 HP, 230-VOLT, 1-PHASE
G.F.C.I.	GROUND FAULT CIRCUIT INTERTRIPPER
P-1, P-2	PUMP MOTOR, 1.5 HP 230-VOLT, 1-PHASE
LS	LIQUID LEVEL SENSOR - CONTROLLED CONTACTS



SYMBOL	DESCRIPTION
(TS)	TIME SWITCH
(MS)	MAGNETIC STARTER
CO-1	COMMUNICATION MOTOR, 1/4 HP, 230-VOLT, 3-PHASE
AE-1, AE-2, AE-3, AE-4	AERATOR MOTOR, 2 HP, 230-VOLT, 3-PHASE

AERATION LAGOON

COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION
TOWNSHIP RESERVOIR
SEWER & WATER FACILITIES
ELECTRICAL DETAILS

GEORGE & HOLTE AND ASSOCIATES
INC. 1000 N. G STREET, SACRAMENTO, CALIF. 95811
Approved: *[Signature]* DATE: 11/1/81

DATE: 11/1/81
BY: *[Signature]*
CHECKED: *[Signature]*
DATE: 11/1/81



DEPARTMENT OF PUBLIC WORKS

**Matt Machado, PE, LS
Director**

**Colt Esenwein, PE
Deputy Director, Engineering/Operations**

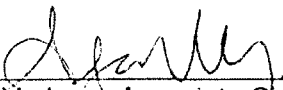
**Diane Haugh
Assistant Director, Business/Finance**

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

www.stancounty.com/publicworks

ADDENDUM NO. 3

**REQUEST FOR PROPOSAL
FOR THE
WOODWARD RESERVOIR
MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES**

By: 
Aja Verburg, Associate Civil Engineer

DATE: AUGUST 22, 2013
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM

**ADDENDUM NO. 3
WOODWARD RESERVOIR MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM
DATE: AUGUST 22, 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. *T-Island and Muir Point campground restrooms: described as antiquated and non-ADA compliant.*
 - A.) *Is ADA access desired to the existing restrooms?*
 - B.) *Is upgrade to ADA compliance of restrooms structure and amenities desired with his effort?*

RESPONSE:

- A.) Yes, ADA access to the existing restrooms is desired.
 - B.) The Consultant shall evaluate if the existing restrooms need an upgrade to meet ADA compliance. Include design services for upgrade to the existing facility as an optional task in the detailed scope of services and fee schedule.
2. *CampSite Layouts (existing water services, add sewer and electrical hook-ups):*
 - A. *Is there a governing site RV layout for the subject campgrounds?*
 - B.) *Are the existing parking stalls, however they exist, expected to remain as is with the new power and sewer hook-ups strategically installed adjacent thereto?*

RESPONSE:

- A.) No. There is no RV site layout for the campgrounds.
- B.) Yes. Electrical and sewer hook-ups shall be installed so that access to the site and the site layout remains the same.

**ADDENDUM NO. 3
WOODWARD RESERVOIR MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES
PROPOSAL DUE: WEDNESDAY, AUGUST 28, 2013; 5:00 PM
DATE: AUGUST 22, 2013**

3. *Is there a historical environmental and /or flooding concern for the lake water levels versus wastewater sump location and/or levels?*

RESPONSE:

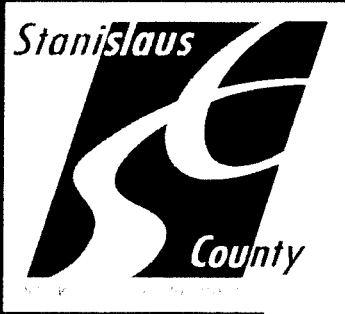
There is an established groundwater high water elevation of 210 feet mean sea level. A minimum 100-foot clearance is required from the high water mark to the proposed wastewater sump location.

4. *Have any of the water system upgrades recommended in the Water System Technical Report been implemented?*

RESPONSE:

Yes, the recommended upgrades referenced in the Water System Technical report from 2007 have been implemented. Since 2007, Well #1 has been replaced, and improvements have been made to Well #2 at Woodward Reservoir, along with the interconnection between those wells.

EXHIBIT B
RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL



Public Works



Proposal

All-Inclusive Engineering Design Services for the
Woodward Park Reservoir
Muir Point and T-Island Campground Project

August 28, 2013



R.B. WELTY & ASSOCIATES, INC.

In association with



WATER

Table of Contents

Firm Profile and Project Management	3
Approach	4
Detailed Scope of Work	6
Anticipated Project Schedule	10
Consultants Statement of Contract Review and Acceptance	10
Acknowledgment of Addenda 1-3	10
Proposed Fee and Deliverables	12
Client References	13
Appendix A	14
Resumes and Sub-consultant Firm Profiles	14

Mr. Michael Luevano,

R. B. Welty & Associates, appreciates the opportunity to submit this proposal to Stanislaus County Department of Public Works in regards to the RFQ issued on August 7, 2013 for Woodward Reservoir Muir Point Campground and T-Island Campground All-Inclusive Engineering Design. Our team is prepared to deliver a quality product in a timely manner to meet all of the County's needs and expectations.

R. B. Welty & Associates, Inc. has been providing quality Civil Engineering, Land Surveying, & Structural Engineering for the Central Valley and surrounding areas for almost 70 years. R. B. Welty & Associates has teamed up with Blackwater Consulting Engineers & Miller Pezzoni and Associates to provide the Stanislaus County Department of Public Works with a strong and knowledgeable team who can provide innovative and economical design solutions. We believe our team offers the following benefits and sets apart as the best choice for your project:

The R. B. Welty & Associates, Inc. team is dedicated to using the latest technology and equipment available. Our team is currently using AutoCAD Civil 3D 2014 but have the capability to prepare projects in AutoCAD Civil 3D 2010 as requested in the project RFQ. Our staff is trained to optimize their time using these tools to complete projects on time and within the budget.

1. Dedicated project team that understands that successful projects can be correlated directly with the experience and time availability of the Project Manager. As your Project Manager, Gary Madsen is committed to providing the personal service and availability that he is known for.
2. The Scope of Work that we have outlined in this proposal is comprehensive, offering all services that the County will need to have a project completed successfully, within budget, and in a timely manner.

We appreciate the invitation to submit to you this proposal and express our interest in continuing to work with Stanislaus County Public Works Department. Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

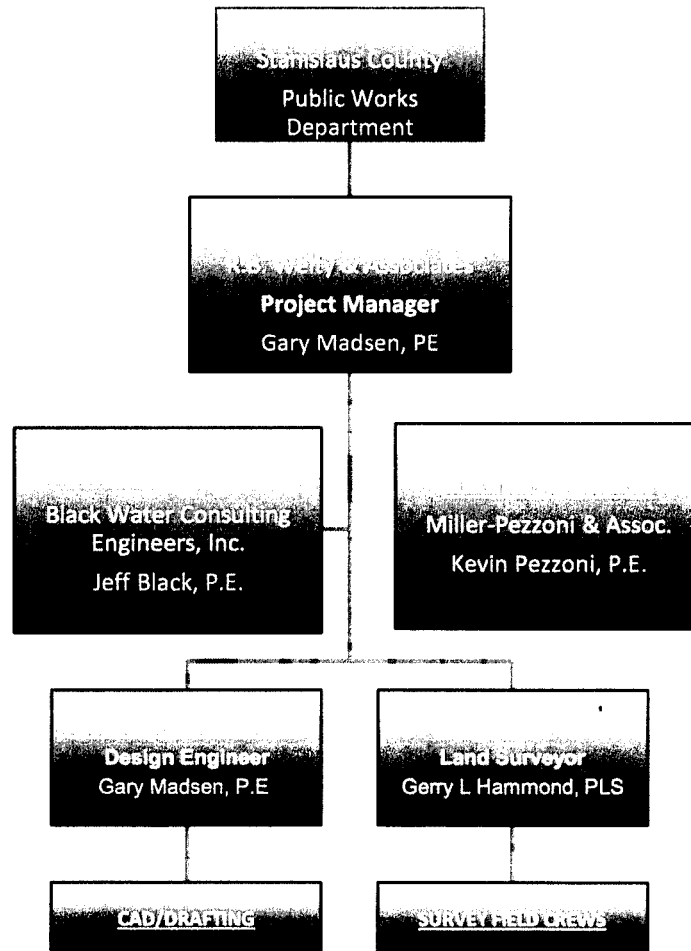
Gary Madsen, PE 70508
Project Manager

Firm Profile and Project Management

R. B. Welty & Associates has been providing high quality, cost effective Civil Engineering and Surveying to the central valley and surrounding areas for over 70 years. Our Civil Engineering Department Manager and registered professional civil engineer, Gary E. Madsen is a Montana State graduate with a bachelor's degree in civil engineering. He has over 12 years of experience in the state of California and is a Qualified SWPPP Developer and Practitioner, QSD/QSP. Our Principle Engineer and General Manager, Mr. Daryl Jordan, has been a part of the R. B. Welty team since 2012. In all Mr. Jordan has over 20 years of experience in Civil and Structural Engineering with a Bachelors of Science in Civil Engineering from California State University Fresno. He has nearly 15 years of executive management part of which serving as City Engineer for the City of Merced. Mr. Jordan is a member of ASCE and APWA and is a certified Quality SWPPP Developer, QSD. Individual resumes for key team members are contained in the appendix of this proposal.

All office work completed by R. B. Welty & Associates will be completed at our main office at 521 13th Street Modesto, CA 95354. This office has 7 licensed professionals and 10 support staff.

Project Organizational Chart



Approach

Our approach to the Woodward Reservoir Muir Point Campground and T-Island Campground All-Inclusive Engineering Design Services Project incorporates proven principles to successful project management, engineering, and design. These elements are essential to an all-inclusive engineering effort that the County expects for this project. We will apply these principles to this project by actively coordinating with County personnel to develop preliminary design recommendations for the campsite improvements. Our engineering services will reference record information, topographic surveys, manufacturer's equipment data sheets, engineering calculations, and field observations of the each of the project components.

We understand that unexpected costs and contractor change orders can be significantly reduced and even eliminated when an appropriate level of detail and care are put into the design and preparation of plans and specifications. As such, we are committed to adhering to our quality control plan and preparing detailed plans and specifications that are sufficient for the contractor to bid and complete the work without extra costs resulting from inadequate designs. Our work history demonstrates a track record of excellent designs and minimal change orders during construction.

"Our approach provides meaningful recommendations which translate into significant cost savings during construction."

Survey and Project Layout

Utilizing data collected from our topographic survey, mapping and as-built information provided by the County, and utility maps provided by the utility companies, we will build a topographic base map for the design. Our engineers will follow applicable design standards and project conditions to develop preliminary designs of the new proposed improvements. Emphasis will be placed on portions of the design that require special consideration for constructability, access, and potential utility conflicts. A 30-percent design level set of plans will be prepared by our team as a set of guidance documents for the final design phase of the project.



Schedule and Cost Estimates

There are many factors that influence construction costs. We continue to work diligently to understand the costs that the County will incur in this volatile construction market. We also understand the implications of "budget creep" in the capital project procurement process and monitor and update project construction costs at each phase of the project. Any significant deviations to the estimated construction costs will be discussed during our meetings with you. The project manager also provides technical oversight and quality assurance for the cost estimates prepared by the project team.

Sewer Evaluation

As a sub-consultant to R.B. Welty & Associates, Black Water Consulting Engineers will evaluate the capacity of the existing wastewater pump station and force main that serve the T-Island campgrounds. Our approach to this task follows a proven methodology that incorporates value engineering practices by a consultant that is experienced with this type of analysis. This approach has proven to provide meaningful recommendations that translate into significant savings to our clients during construction.

The contemplated improvements include the installation of RV sewer connections at 41 campsites. The effect of the RV connections on the pump station will be analyzed using industry accepted wastewater generation factors added to the existing restroom facilities. For example, typical wastewater generation factors for camping facilities are:

- **Restrooms: 8 gpd/person**
- **RV Sites: 30 gpd/person**

(Metcalf & Eddy, *Wastewater Engineering: Treatment, Disposal, and Reuse*; 3rd Ed.)

Since the restrooms are existing, and will remain in use, the generation rate for RV sites may be reduced by the restroom rate to 22 gpd/person resulting in an overall increase in wastewater by factor of 2.75 (22 divided by 8). This is simply a rough estimate and only intended to demonstrate our proposed methodology to evaluating the capacity of the existing pump station and force main.

Our detailed evaluation of the pump station will consider the components of the station shown in the adjacent table:

The existing 3-inch force main will also be evaluated to confirm adequate capacity for the improvements. Acceptable velocities in sewer force mains typically max out around 8 feet per second. Beyond that the integrity of the pipe may be compromised by hydraulic forces and abrasion to the pipe wall. For a 3-inch pipe this equates to about 175 gpm. Using this approach, we will consider the pumping capacity and pipe capacity together. If it is determined that capacity is deficient, we will prepare a cost

analysis to determine if it is more economically feasible to modify the pump station, or to upsize the force main. A similar well thought out approach will be applied to the gravity sewer main that serves the Muir Point camp area.

Component	Criteria
Wet Well	Condition of concrete and interior piping, conduits, and attachments; active pumping volume, size to accommodate pump sizes, access and security.
Duplex Pumps	Arrangement, pump and impeller type, visual inspection, pump capacity, efficiency curves.
Electrical and Controls	Level controls, pump cycle and run times, alarms, motor starters, transformers, SCADA.
Odor Control	Ventilation and capture.
Valves and Piping	Visual inspection, sizes, accessibility.

Detailed Scope of Work

Provide site survey based on County provided horizontal and vertical control. Survey to include:

- T-Island Topography Survey
 - 41 Existing Camp Sites and Improvements
 - Access Road
 - Existing Pump Station, Bathrooms and Surrounding Improvements
- Muir Point Topography Survey
 - 20 Existing Camp Sites and Improvements
 - Access Road(s)
 - Existing Bathrooms & Surrounding Improvements
 - Existing Gravity Sewer System, Alignment and Depth

Transfer field data to AutoCAD 2010 to provide an electronic representation of existing site conditions.

Prepare an existing site Topography plan on 24" x 26" bond for review and approval by Stanislaus County. Topography plan shall include spot elevations and locations of critical area to be used during design.

Prepare construction documents as required based on the engineering analysis of the existing site and the proposed improvements. Documents will provide adequate information and detail to construct the recommended improvements. At a minimum, engineering plans and specifications will be prepared for the following improvements:

- ADA improvement to existing restroom facilities
- Sewer piping to serve Muir Point and T-Island camp sites
- Sewer pump station, force main, and gravity pipe as appropriate*
- Electrical conduit and wire to serve Muir Point and T-Island Camp Sites**
- Upgrades to existing electrical power facilities as appropriate**
- Placement of RV sewer and power hookups at campsites
- Restoration of improvements

*Refer to Black Water's detailed scope of work

** Refer to HCS Engineering's detailed scope of work

Prepare an engineer's estimate of the proposed improvements based on the approved construction documents as required by Stanislaus County.

Provide support during the bidding process and provide engineering support during construction of the project.

Scope of Work (Sewer System Evaluation)

Black Water Consulting Engineers, Inc

On the 15th of August members of our team traveled to Woodward Reservoir to review the current conditions and facilities at the T-Island and Muir Point camp sites. We met with a county employee, John Lamela who provided a detailed tour of the campsites, including the restroom facilities, sewer pump station, and electrical power equipment. Mr. Lamela also described the O&M challenges that County operations staff face with the existing system.

Several key points that should be addressed by this project include:

- Wet well capacity or Active Pumping Volume adjustment to reduce frequent pump starts and stops
- Rags, swimsuits, and towels regularly end up in the wet well and bind around the pump impellers.
- Phase converters for the pump motors need to be continually reset as they are overloaded.

To address these as well as the other issued identified in the Project RFP, our scope of work is described by the following tasks:

Task 1. T-Island Sewer Pump Station and Force Main Capacity Evaluation

- 1.1 Visually inspect the wet well, pumps, motor data, level settings, motor starters, and control equipment and determine the limiting capacity and component of the pump station.
- 1.2 Obtain and review the pump curves from the pump manufacturer for the existing sewer pumps.
- 1.3 Using published wastewater flow factors, Black Water will calculate the current and future wastewater flows to the pump station to verify whether capacity exists to pump the increased wastewater flows.
- 1.4 If capacity is deficient, Black Water will evaluate the costs of alternatives to be used as a basis for the recommended improvements.



Task 2. Muir Point Gravity Sewer Evaluation

- 2.1 Conduct a visual inspection at the manholes and review the topographic survey data to confirm the material, size, and slope of the gravity sewer pipe that serves Muir Point.
- 2.2 Review record data for the sewer collection system to determine the extents of the gravity sewer service area. Calculate the current wastewater flows conveyed by the gravity pipe.
- 2.3 Based on the improvement of 20 campsites, calculate the average and peak flows from the Muir Point camp ground to the existing gravity main. Determine if available capacity exists.



Task 3. Improvement Plans, Specifications, and Estimates

3.1 We will prepare and submit plans, specifications, and accurate cost estimates for the recommended improvements. Draft documents will be submitted at the 30, 65, and 90 percent completion stages for County review and comment. Final bid-ready documents will be submitted at the 100 percent stage in the formats requested in the RFP.

Task 4. Bidding and Construction Support

4.1 Provide engineering support during project bidding and construction. Consultant will respond to contractor RFI's, participate in pre-bid meetings, assist with reviewing bids and contractor selection, review and respond to submittals, and attend progress meetings as required. The extents of this work cannot be completely defined at this stage of the project therefore the work will be provided on a time and materials not to exceed basis agreed upon by the County.

Deliverables for Tasks 1 and 2: A Sewer Study technical memorandum will be prepared that summarizes our calculations, data sheets, cost estimates, and recommendations for improvements and/or upgrades. Deliverables for Task 3 include PS&E submittals at the 30, 65, 90, and 100-percent stages.

Scope of Work (Electrical)

Miller-Pezzoni & Associates

The general scope of electrical engineering services for this project is as follows:

1. Review existing conditions to determine overall scope of work and prepare for new electrical infrastructure as follows:
 - a. Distribution and RV connections for (20) stations at the Muir Point camping site.
 - b. Distribution and RV connections for (41) stations at the T-Island camping site.
2. Given existing knowledge of the Woodward Reservoir new PG&E electrical services will likely be required for both locations. Recommend reviewing both existing conditions and recommend a service consolidation and/or upgrade to accomplish project goals.
3. Provide electrical design services for any upgrades required at the T-Island sanitary lift station.
4. Prepare details, calculations and necessary documentation for County approval.
5. Provide engineering estimates and engineering services related to construction administration.

Services Provided

We propose to provide the electrical design services in compliance with Title 24 and local requirements as outlined below:

Task 1: Design Development (30% -65% drawings)

1. Coordinate design activities with Civil Engineer.
2. Electrical equipment selection and siting in accordance to County standards.
3. Develop drawings with some of the following general scope/diagrams:
 - a. Cover Sheet
 - b. Power Plans
 - c. Single Line Diagram
4. Responses to County comments as necessary to proceed to next phase.
5. Cost estimate of anticipated scope of work.
6. Responses to County comments as necessary to proceed to next phase. Includes (2) meeting, one for project kick-off and another review on-site conditions.

Task 2: Construction Documents (90%)

1. Continued coordination of design activities.
2. Compute connected and demand loads for panelboard schedules and single line diagram.
3. Finalized electrical equipment selection with County's input.
4. Develop drawings with some of the following general scope/diagrams:
 - a. Cover Sheet
 - b. Power & Signal Plans
 - c. Diagrams and Schedules
 - d. Details
5. Preparation of CSI specifications for all specified systems and equipment.
6. Updated cost estimate of anticipated scope of work.
7. Responses to County comments as necessary to secure approval. Includes one visit to review changes prior to bidding.

Task 3: Bid Packaging (100%) & Bidding Support

1. Completion of plans and specifications in response to County corrections.
2. Responses to RFIs and creation of addenda as directed.

Task 4: Bidding and Construction Administration

1. Review Contractor submittals and shop drawings.
2. Responses to RFIs.
3. Assume a minimum of 1 intermediate review of construction at County's direction and one site visit at end of project for punchlist creation.

Services Excluded

The following services and items are not included within this proposal:

1. Structural or seismic fees required for anchorage calculations by electrical equipment, systems and supports, construction staking.

Anticipated Project Schedule

Our Team has the geographic proximity, available resources, skilled engineers, and experienced project manager to complete the Woodward Reservoir Muir Point Campground and T-Island Campground All-Inclusive Engineering Design Services Project in a time frame that is acceptable to the County. In fact, our proposed schedule allows the project to be completed prior to the busy July 4 holiday weekend.

The schedule shown on the following page includes all of the tasks that were requested in the project RFP and those that, based on our experience with similar projects, we believe are required to successfully complete this work.

Consultants Statement of Contract Review and Acceptance

We have reviewed the sample Professional Design Services Agreement provided with the RFP and if selected, agree to all of the terms and conditions therein without exception.

Acknowledgment of Addenda 1-3

We acknowledge the receipt and acceptance of Addenda 1, 2, and 3 of this RFP.

{Insert Schedule Here}

Proposed Fee and Deliverables

R.B. Welty & Associates and our sub-consultants have carefully reviewed the requirements of the RFP for this project, as well as information and data from our research and similar experience. Based on our findings and our labor hour estimates, we have prepared a proposed fee for services given in the attached Fee Proposal spreadsheet.

We would like to emphasize that this proposed fee is based on our current understanding of the scope of work. If selected, it is anticipated that the scope of work and fee estimate would be further refined during negotiations to meet the specific budget requirements and particular project needs of the County. R.B. Welty and the rest of our team remain committed to meeting your needs in completing this important project.

The following deliverables will be provided to the County under the contract agreement for this project.

1. Project completion schedule – updated monthly.
2. 30% Preliminary Design Documents – design criteria, preliminary drawings, outline specifications, special conditions, design data, opinion of probable cost, and appropriate contingencies.
3. Review sets of all PS&E at the 65% and 90% design stages, four (4) sets.
4. 100% Final approved plans, specifications, estimates and bid documents will be delivered to the County on a compact disk in AutoCAD Civil 3D 2010 format. Four (4) sets of plans will also be provided to the City for bidding purposes.
5. Record drawings at the completion of construction.

Client References

R. B. Welty & Associates

City of Merced
Ken Elwin, P.E.
City Engineer, (209) 385-6846

E.J. Gallo Winery
Joe Tune
Facilities Manager, (209) 341-6582

City of Stockton
Antonio Tovar, P.E.
Senior Civil Engineer, (209) 937-8790

Foster Farms
Dan Chaffee, P.E.
Chief Engineer, (209) 394-6914

Miller-Pezzoni & Associates

City of Modesto
Rob Christensen, P.E.
Senior Civil Engineer, (209) 577-5423

Stanislaus County Public Works
Matt Machado
Director of Public Works
(209)525-6550

Stanislaus County
Patricia Hill-Thomas
Chief Operations Officer
(209) 525-6333

Black Water Consulting Engineers, Inc.

City of Modesto
Will Wong, P.E. Deputy Director
Utility Planning and Projects
(209) 571-5801

City of Patterson
Mike Willett
Director of Public Works, (209) 895-8060

City of Stockton
Antonio Tovar, P.E.
Senior Civil Engineer, (209) 937-8790

Jamestown Sanitary District
Jake Radovich
Chief Plant Operator, (209) 984-3536

Appendix A

Resumes and Sub-consultant Firm Profiles

Project Manager- Gary E. Madsen, PE, QSD/QSP

Civil Engineering Department Manager

Company: R.B. Welty Engineering & Associates
521 13th Street, Modesto CA 95354
(209) 526-1515

Role: Civil Design & Drafting, SWPPP Developer

Registration: Professional Engineer - CA #70508

Education: B.S. in Civil Engineering - Montana State

Professional Association: ASCE

Gary Madsen is our Civil Engineering Department Manager and will be serving as Project Manager for the proposed project. Mr. Madsen has over 12 years of professional engineering management and design of public and private infrastructure projects. He is also a Qualified SWPPP Developer and Practitioner, QSD/QSP. His professional experience includes management and design of storm water, potable water, reclaimed water, industrial process water, and sanitary sewer conveyance systems. Regional and site specific retention and detention storm water containment basins. Hydraulic, and hydrology studies. Site grading and drainage design, including projects in FEMA's special flood hazard zones. ADA compliance design for commercial, industrial, and residential projects. Pavement design for Caltrans highways, municipal roadways, and industrial and commercial parking lots. Permit processing to include local agency's, Army Corp of Engineers, FEMA, and Fish and Game.

Daryl R. Jordan, PE, QSD

General Manager

Company: R.B. Welty Engineering & Associates
521 13th Street, Modesto CA 95354
(209) 526-1515

Role: Quality Control

Member of ASCE and APWA

B.S. from California State University Fresno, Civil Engineering

20 years of experience in Civil and Structural Engineering
City Engineer for Merced, 2009-2012

Licensed in CA, OR, WA, ID, NM, HI, AZ, UT

Daryl Jordan is a California State University Fresno graduate with a degree in Civil Engineering. He is a registered civil engineer in California and several West Coast states. He is a certified Quality SWPPP Developer, QSD and a member of ASCE and APWA. He worked effectively as a City Engineer for multiple years before coming to join the team at R. B. Welty & Associates.

Nearly 15 years of executive management has allowed Mr. Jordan to develop the skills and assemble the personnel to effectively service commercial, industrial, governmental and local clientele. He has worked throughout the Pacific Coast states including California, Washington, Oregon, Arizona, New Mexico, Idaho, and Hawaii. Mr. Jordan has supervised design and construction in a number of diverse projects.

His experience includes; agriculture (feed mills), structural evaluations, small and large commercial, residential, master planning, traffic, telecommunication, public school sites, public works (road projects, infrastructure design, water wells, tank, structure design) and construction management.

Mr. Jordan has been successful in servicing national, regional and local clientele. He has supervised engineers, designers and project managers around the West Coast, investigating new projects and processing within many different jurisdictions.

His national experience includes; Wal-Mart, Lowe's, Home Depot, Taco Bell, Del Taco and AutoZone. Industrial projects include civil and structural design of feed mills and large agricultural structures. His experience incorporates California Community Colleges, Elementary school projects and Municipal Capital Improvement projects. He also provides contract City Engineering services for local municipal agencies.

Gerry L. Hammond, PLS

Survey Project Manager

Company: R.B. Welty Engineering & Associates
521 13th Street, Modesto CA 95354
(209) 526-1515

Role: Land Surveying & Mapping

Registration: Professional Surveyor - CA #8166

Registration: Professional Surveyor – NV# 21785

Professional Association: CLSA, ACSM

EXPERIENCE:

Mr. Hammond is a licensed land surveyor with a strong background in project development, land surveying, mapping, and construction management of public and private projects. Mr. Hammond's primary responsibilities are as the firm's Director of Field Survey Operations. He has over 13 years varied surveying experience including boundary resolutions, legal descriptions, construction staking, monumentation, topographic surveying, A.L.T.A Surveys, and GPS surveying for residential, industrial, commercial, and public works projects.

Throughout his career, Mr. Hammond has completed several major projects including Kaiser Hospital in Modesto, the State Highway 165 widening in Los Banos, Regency Park Estates subdivision in Los Banos, Spanos Park Estates subdivision in Stockton, the Atwater Federal Correction Facility, and Mather Air Force Base in Sacramento.

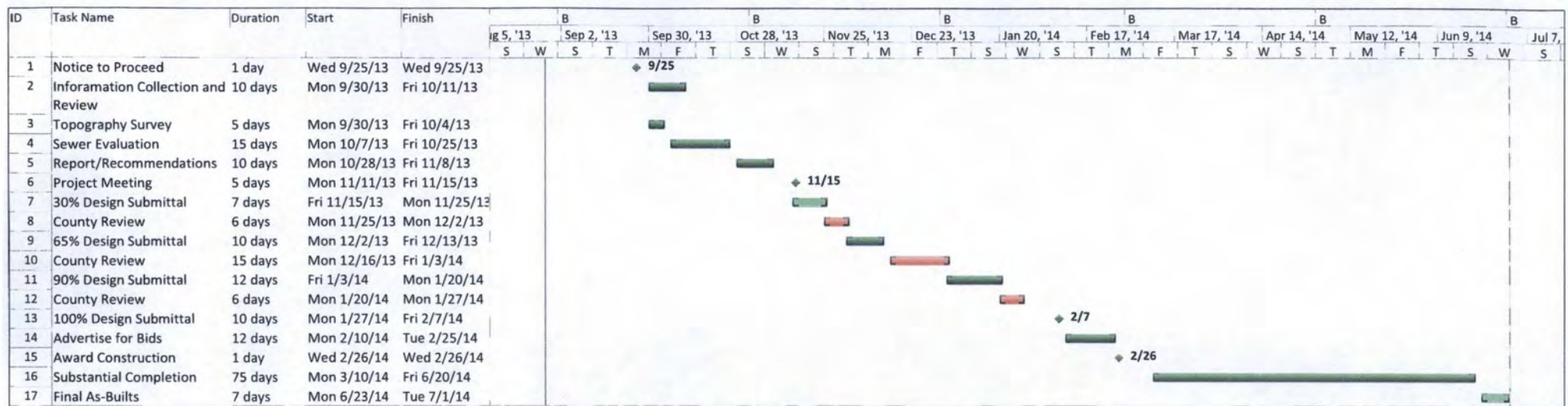
EXHIBIT C
CONSULTANTS FEE SCHEDULE

**STANISLAUS COUNTY
WOODWARD RESERVOIR MUIR POINT CAMPGROUND AND T-ISLAND CAMPGROUND
ALL-INCLUSIVE ENGINEERING DESIGN SERVICES**

Fee Proposal (Not to Exceed)

TASK	Task Activity	R.B. Welty & Associates						BLACKWATER		Miller Pezzoni & Associates		Totals		
		150	120	80	150	50			Sub-Consultant	Sub-Consultant	Hours	Fee		
		Principal Engineer	Civil Engineering Manager	Civil Designer/Drafter	2-Man Survey Crew	Office/ Admin.	R.B. Welty Total Hours	R.B. Welty Fee	BlackWater Total Hours	BlackWater Fee	HCS Total Hours	HCS Fee		
R.B. Welty Tasks														
1	Situ Survey	0	7	0	24	1	32	\$3,770					26	\$3,770.00
2	Prepare Existing Site Topography Plan	0	3	16	0	1	20	\$1,690					20	\$1,690.00
3	Improvement Plans, Specifications, and Estimates	3	24	60	0	5	92	\$8,380					92	\$8,380.00
4	Bidding and Construction Support (Estimated)	3	8	5	0	0	16	\$1,810					16	\$1,810.00
5	Project Management & Coordination	3	32	0	0	0	40	\$4,540					40	\$4,540.00
Black Water Tasks														
1	T-Island Sewer Pump Station and Force Main Capacity Evaluation								29	\$3,536			29	\$3,888.50
2	Muir Point Gravity Sewer Evaluation								17	\$2,035			17	\$2,238.50
3	Improvement Plans, Specifications, and Estimates								68	\$7,120			68	\$7,832.00
4	Bidding and Construction Support (Estimated)								18	\$2,230			18	\$2,453.00
Miller Pezzoni & Associates														
1	Design Development										47	\$4,800	47	\$4,800.00
2	90% Construction Documents										7	\$6,400	7	\$7,040.00
3	Bid Packaging (100%) and Bidding Support										15	\$1,100	15	\$1,210.00
4	Bidding and Construction Administration (Estimated)										0	\$1,600		\$1,760.00
TOTALS		9	68	81	24	12	194	\$20,190	132	\$14,920	69	\$13,900	395	\$51,412.00

**EXHIBIT D
PROJECT SCHEDULE**



Project: Woodward Reservoir Mu Date: Wed 8/28/13	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only			
	Summary		Inactive Task		Duration-only		Finish-only			



Department of Environmental Resources
3800 Cornucopia Way, Suite C,
Modesto, Ca 95358-9492
Phone: (209) 525-6700
Fax: (209) 525-6774

AMENDMENT NO. 1
TO
STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT

This Amendment No. 1 to the Agreement for Professional Design Services ("Amendment No. 1") by and between the County of Stanislaus ("County") and R.B. Welty and Associates, Inc. ("Consultant") is made and entered into on November 5, 2014.

WHEREAS, the County and Consultant entered into an Agreement for Professional Design Services dated December 10, 2013, ("the Agreement"), and

WHEREAS, Section 7.20 – Amendments stipulates that the Agreement may be amended by writing, executed by the parties hereto or their respective successors and assigns, and

WHEREAS, Section 2 – Compensation and Billing, Item 2.1 Compensation stipulates that the maximum amount to be paid by the County for services shall not exceed \$51,412.00, and

WHEREAS, the County has a need to increase this Agreement by \$1,290.00 to compensate Consultant for additional time and tasks to complete the project, and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Exhibit B, Page 6 – Detailed Scope of Work provided by R.B. Welty is amended to include the following:

- 1.1. "Task 10. Review of the Woodward Regional Park Wastewater Facilities Evaluation Report and Sewer System Management Plan"**

- 1.1.1. Consultant shall review the Woodward Regional Park Wastewater Facilities Evaluation Report, dated August 2005, and the Sewer System Management Plan, dated July 2011 (hereafter referred to as "Documents").

- 1.1.2. The Consultant shall provide County with a recommendation and determination as to whether or not the information contained in the Documents is beneficial to the Consultant in developing a Sewer System Capacity Evaluation Report and whether the documents may be used to reduce Consultant's fees related to various design aspects of this project.

- 1.1.3. With respect to the Sewer System Management Plan, dated July 2011, the Consultant shall only review the construction drawing documents related to the 2006 and 1974 construction projects.

- 1.1.4. Deliverables:

- A. After review of the Documents, Consultant shall provide the County with a written memorandum that includes, but is not limited to, the following information:

- i. Consultant shall state if the Documents will be beneficial to the Consultant as it relates to the development of proposed Task 5 "Sewer System Capacity Evaluation."

- ii. If Consultant recommends and determines the Documents are beneficial, Consultant

shall state how the information contained within the Documents will be beneficial in the development of the proposed Sewer System Capacity Evaluation report.

iii. If Consultant recommends and determines that the Documents contain beneficial information that will contribute to cost savings, the Consultant shall provide an estimate for the cost savings associated with proposed Task 5 "Sewer System Capacity Evaluation."

iv. Once Consultant determines the monetary value (cost savings) of the information extracted from the Documents, Consultant shall make recommendation(s) on how to proceed with Task 5 "Sewer System Capacity Evaluation."

V. County shall review the Consultant's recommendations and make a determination on how to proceed with Task 5 "Sewer System Capacity Evaluation."

- 2. Section 2 – Compensation and Billing, Item 2.1- Compensation, the second sentence is amended as follows:

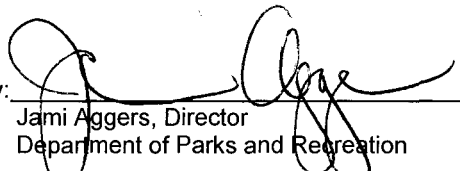
"Consultant's compensation shall in no case exceed Fifty Two Thousand Seven Hundred Two Dollars (52,702.00)."


- 3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

COUNTY OF STANISLAUS

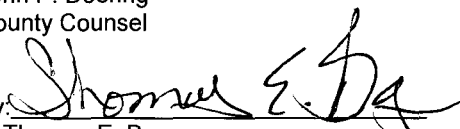
R.B. WELTY AND ASSOCIATES

By: 
Jami Aggers, Director
Department of Parks and Recreation

By: 
Gary Madsen, PE
President

APPROVED AS TO FORM

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel