

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

DEPT: Chief Executive Office

BOARD AGENDA # *B-3

Urgent

Routine

AGENDA DATE April 1, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Contract with Black Water Consulting to Engineer the Site and Wastewater Facility Decommissioning of the Former Honor Farm Located at 8224 West Grayson Road and Related Actions

STAFF RECOMMENDATIONS:

1. Authorize the Project Manager to execute a Professional Services Agreement for professional engineering and consulting services to Black Water Consulting Engineers, Inc. of Modesto, California for the site closure and decommissioning of the Honor Farm located at 8224 West Grayson Road, for the lump sum amount of \$171,276 to be funded by existing appropriations in the Honor Farm Wastewater Capital Project fund.
2. Direct the Auditor-Controller to decrease fixed asset appropriations and to increase services and supplies appropriations for the Evaluation Phase of the Honor Farm closure and decommissioning in the Honor Farm Wastewater Capital Project fund as outlined in the budget journal form.

(Continued on Page 2)

FISCAL IMPACT:

This action will initiate the final disposition of the former Honor Farm located at 8224 West Grayson Road, which is no longer used or needed by the County. The Honor Farm was replaced by the construction of Unit Two at the Public Safety Center funded by insurance proceeds from a fire at the Honor Farm in 2010. In the Summer of 2013, the Board of Supervisors authorized the Project Manager to issue a Request for Proposals (RFP) for expert consulting services to perform facility decommissioning and site clearance engineering and evaluations of the old Honor Farm.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-145

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

3. Authorize the Project Manager to issue a Notice to Proceed to Black Water Consulting Engineers, Inc. contingent upon receipt of executed contracts and proper certificates of insurance.
4. Authorize the Project Manager to negotiate and sign contracts, work authorizations and purchase orders necessary for the Project as long as they are within the Project Budget.

FISCAL IMPACT: (Continued)

On December 11, 2013, the County received two Proposals. Proposals were received from Associated Engineering Group, Inc. of Modesto, California and Black Water Consulting Engineers, Inc. of Modesto, California. Staff from the Chief Executive Office and the Planning and Community Development Department's Building Permits Division performed an extensive evaluation of each proposal, and interviews were conducted with each Proposer and their selected Subconsultants. At this time, the Project Manager is returning to the Board of Supervisors to recommend approval of a Professional Services Agreement with Black Water Consulting Engineers, Inc. of Modesto, California to perform engineering and site consulting services for the closure and decommissioning of the existing site and wastewater treatment facility (WWTF) at the vacant Honor Farm for the lump sum amount not to exceed \$171,276, which is recommended to be funded from existing appropriations in the Honor Farm Wastewater Treatment Facility Capital Project fund as outlined in the budget journal form.

As the project progresses, all major project decisions will be brought back to the Board of Supervisors at each phase of the project for consideration, review and approval.

DISCUSSION:

Background

The Stanislaus County Men's Honor Farm, located at 8224 West Grayson Road, Modesto, California, was originally constructed in the late 1950's with (3) 86-bed housing units and (1) 112-bed housing unit. The Sheriff's Office managed three (3) detention facilities locations including the Downtown Men's Jail and Public Safety Center.

On June 26, 2010, a fire erupted at the Stanislaus County Sheriff's Honor Farm completely destroying Barracks 1 and 2 and all of its contents. On April 26, 2011, the Board of Supervisors authorized the Chief Executive Officer and County Counsel to finalize and execute a settlement agreement with the County's Insurer for the payout of

Approval to Contract with Black Water Consulting to Engineer the Site and Wastewater Facility Decommissioning of the Former Honor Farm Located at 8224 West Grayson Road and Related Actions

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insurance proceeds to fund the replacement of the Honor Farm Barracks 1 and 2 at the Public Safety Center.

On July 17, 2012, the Board of Supervisors awarded the construction contract for the Honor Farm Jail Bed Replacement Project to Deide Construction, Inc. of Lodi, California for the construction of 192 new, modern jail beds located at the Stanislaus County Public Safety Center. This action was an important step in the Master Plan effort to consolidate Sheriff's Office detention functions at the Public Safety Center. Construction of 192 replacement jail beds allowed for the closure of the outdated Honor Farm.

On June 18, 2013, the Board of Supervisors approved the Jail Staffing Plan for Transition services, which included shifting existing former Honor Farm Sheriff's Office staff to the new Minimum Security Unit No. 2 at the Public Safety Center. With the dedication of the Honor Farm Jail Bed Replacement on September 10, 2013, the former Honor Farm located at 8224 W. Grayson Road, Modesto, California was vacated by the Sheriff's Office. On October 15, 2013, the Board of Supervisors approved the final acceptance and completion for the Honor Farm Jail Bed Replacement Facility (Minimum Security Unit No. 2). Closure of the Honor Farm at 8224 W. Grayson Road, Modesto was approved to economize the County's Public Safety Services to two sites instead of three.

Honor Farm Closure and Disposition

The former Honor Farm site is currently unoccupied and remains in an "as-is" condition from when the Sheriff's Office vacated in July 2013. The developed Honor Farm site is comprised of approximately 15 acres split over three separate parcels (Attachment A), with standing structures including Barracks 3 and Barracks 4, the office administration and dining hall building, shop buildings and various modular buildings. Additionally, the site has an active wastewater treatment facility (WWTF), a domestic water well, water well storage tank and a propane tank. An additional approximately 10 acres of vacant, former farming land for the Honor Farm is located within the overall 89 acre parcel of Laird Park and adjoins to the Honor Farm parcels. This portion of Laird Park is directly within the 100 year flood plain and is limited by primary access through the Honor Farm property. A total of up to 25 acres remain vacant and continue to require County resources to secure and maintain the site in "as-is" condition. The Chief Executive Office has contracted for private security services to reduce any liabilities associated with theft and vandalism at the site while decommissioning of the site is completed.

In Spring 2014, the Project Manager will present a property disposition plan for review and approval by the Board of Supervisors to declare the property as surplus pursuant to Government Code 25520, with the intent to sell the property and call for bids to purchase. To begin this process and further evaluate the exposure to the County to undergo a disposition of the Honor Farm, the County requires a professional site,

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engineering and Wastewater Treatment Facility (WWTF) Consultant to assist with the potential closure, and decommissioning of the former Stanislaus County Honor Farm at 8224 West Grayson Road, Modesto, California 95358 (the "Project").

The roughly 25 acre Honor Farm site, which includes approximately 10 acres of lower farming property within the 100 year flood plain, will need to be fully examined to allow the County to consider closure and decommissioning of the site. Additionally, the Project Manager will consider options to perform a reuse of the site, if necessary, during a future disposition process to be approved by the Board of Supervisors. The Project Manager is seeking to contract with a Consultant to perform: site surveys, boundary adjustments, utility investigations, a condition assessment and prepare all necessary plans, specifications and reports to fully decommission the Honor Farm site and existing WWTF.

One of the key tasks the County will be required to undertake is the significant clean-up work and decommissioning associated with the active WWTF. The Honor Farm is serviced by a stand-alone Class I WWTF that processes both on-site storm drainage runoff and domestic wastewater. The County is the responsible party for the maintenance and operation of this Class I WWTF. For the past several years, the County has contracted with a California Registered WWTF Contract Operator to perform Chief Plant Operator services including compliance of effluent and meeting all waste discharge requirements required by the Regional Water Quality Control Board (RWQCB). The RWQCB will regulate the closing and demolition of the WWTF, and will require the County to perform the regulatory actions necessary to decommission the facility. The County will also consult with the RWQCB to seek an option to transfer an operator permit to another party, if necessary during the disposition process. Therefore, staff will be coordinating closely with the County engineering consultant and RWQCB to find a cost effective, reasonable solution that meets the needs of the County and follows applicable regulations for handling of an active WWTF which may include sludge removal and closure and/or transfer of the WWTF.

Engineering and Site Consulting Services

Black Water Consulting Engineers, Inc. will be sub-consulting with R.B. Welty Engineering & Associates, Inc. to provide a highly qualified approach to developing the necessary documents and completing deliverables contained in the Professional Services Agreement (Attachment B). The Consultant will assist the County in preparing necessary closure and decommissioning documentation for the Honor Farm by performing a site survey and parcel boundary adjustment, utility investigations, site condition assessment, wastewater treatment facility (WWTF) plan, site engineering report and engineering master plan. Additionally, the Consultant will provide plans, specifications, cost estimating and construction administration services to address aspects of site demolition and/or closure of the WWTF, as applicable to closure and disposition of the property as outlined in the tasks below:

Task 1: Site Survey - Includes preparation of topographic map, parcel maps, boundary survey, lot line adjustments, and stamped documents prepared by a registered Civil Engineer of Land Surveyor.

Task 2: Utility Map - Existing underground utility location map, including review of improvement plans, survey data and field location of various utilities for performance of this task.

Task 3: Condition Assessment - Full review and evaluation of existing infrastructure at the site including water delivery system, sewer conveyance equipment, Wastewater Treatment Facility, accessible piping, electrical services, and storm drainage systems. The Consultant will evaluate existing structures for age, construction type and code related review.

Task 4: Wastewater Treatment Facility Plan - Engineer will provide a handling and decommissioning report relating to ownership of the WWTF; prepare a report for the County to follow in order to complete transfer in accordance with agency requirements. Consultant will coordinate with local and State regulatory agencies for decommissioning activities of active WWTF.

Task 5: Permits and Conditions - Engineer will identify and tabulate the permits and conditions needed for this Option, including permit requirements for the site, WWTF, agency contacts, estimated regulatory review schedule and estimated costs associated with code compliance.

Task 6: Schedule - Prepare a task list and schedule for all Options including permitting, construction/demolitions, and ongoing reporting requirements unique to each Option. Provide Construction schedules per Owner requirements.

Task 7: Engineering Report/Master Plan - Prepare a professional comprehensive Engineering Report that describes the components, costs and timeline for decommissioning the Honor Farm site and Wastewater Treatment Facility. The report will provide the County and prospective parties/bidders/users with technical information to assist in the disposition and development of the property.

Task 8: Plans, Specifications and Cost Estimate - Engineer shall provide plans, specifications and cost estimates for all aspects of the project.

Task 9: Construction Administration - Engineer will provide construction administration services for decommissioning of the Honor Farm site and Wastewater Treatment Facility.

Task 10: Post-Decommissioning / Closure Reports - Engineer will prepare a post-decommissioning and pond closure report for the decommissioned WWTF. The decommissioning and closure report will be prepared in accordance with the requirements of the Regional Water Quality Control Board.

Task 11: Federal Emergency Management Agency Letter of Map Amendment (LOMA) and Approval of Base Flood Elevation - Engineer will perform a field survey, calculations and exhibits required to attain FEMA's approval of a site Base Flood Elevation. The Engineer will additionally prepare, coordinate, and manage a FEMA LOMA application to attain approval to remove a portion of the property from the Special Flood Hazard Area (SFHA).

The Professional Services Agreement will be separated into a base design contract, with three Options, for selection by the Project Manager during the course of the decommissioning effort to adequately manage the project. The Base Design of the contract will include decommissioning of the Site and Wastewater Treatment Facility (WWTF). Option 1 will allow the Project Manager to direct consulting and engineering efforts to include a suitable reuse of the Honor Farm site and WWTF, if required during the course of investigation and disposition of the site. Option 2 includes a Letter of Map Amendment to reduce the amount of parcel acreage within the Federal Emergency Management Agency (FEMA) 100 year flood zone, thereby increasing the amount of developable and usable property. Option 3 is a WWTF Closure Report which is a regulatory requirement of the Regional Water Quality Control Board for decommissioning of an active WWTF.

The total estimated cost for consulting and engineering work is \$171,276 as outlined below:

Base Design, Decommissioning of Site and WWTF	
Task 1 through Task 9-Basic Services and ODC's:	\$112,496
Option 1, Reuse of Honor Farm	
Task 1 through Task 9-Basic Services and ODC's:	\$20,140
Option 2, Letter of Map Amendment/Letter of Map Revision (LOMA/LOMR-F)	
Task 11-Basic Services and ODC's:	\$11,000
Option 3, WWTF Closure Report	
Task 10-Basic Services and ODC's:	\$27,640
TOTAL ALL FOUR PHASES	\$171,276

With the Board of Supervisors' approval of the Professional Services Agreement with Black Water Consulting Engineers, Inc., the Consultant will be required to prepare all

Approval to Contract with Black Water Consulting to Engineer the Site and Wastewater Facility Decommissioning of the Former Honor Farm Located at 8224 West Grayson Road and Related Actions
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necessary plans and specifications, construction documents and site closure and decommissioning reports necessary for the work and as required by regulatory agencies such as the Regional Water Quality Control Board, when applicable within the Option selected by County. The Consultant will be expected to assist the County in preparing the site for sale and disposition, including performing land surveying services to convey a real property for sale or lease.

The Project Manager requests authorization to issue a Notice to Proceed to Black Water Consulting Engineers, Inc. contingent upon receipt of executed contracts and proper certificates of insurance.

Schedule

Upon approval by the Board of Supervisors of the Professional Services Agreement with Black Water Consulting Engineers, Inc., Chief Executive Office, Capital Projects and General Services Agency staff will coordinate site investigations, design work and begin discussions with the Regional Water Quality Control Board within the next couple of months. The Project Manager anticipates returning to the Board of Supervisors in Spring 2014 to provide an update on the status of the site closure engineering work and to provide a more fully detailed plan for disposition of the property.

POLICY ISSUES:

These actions also support the Board's priority to provide Efficient Delivery of Public Services in pursuing State funds by leveraging limited County resources effectively.

STAFFING IMPACTS:

Existing Chief Executive Office staff will continue to manage the aspects of the Former Honor Farm Site and Wastewater Treatment Facility closure and decommissioning.

CONTACT PERSON:

Patricia Hill Thomas, Chief Operations Officer. Telephone: 209-525-6333

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period
Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

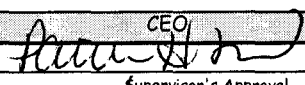
* List - Text County of Stanislaus
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List - Text Stanislaus Budget Org
Accounting Flexfield

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Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text	
	2072	0061131	80300	0000000	000000	000000	00000			178322 Decrease Structure	
	2072	0061131	80570	0000000	000000	000000	00000			22000 Decrease CO Con	
	2072	0061131	80670	0000000	000000	000000	00000			4840 Decrease Art	
	2072	0061131	64220	0000000	000000	000000	00000	154494		Increase Architect	
	2072	0061131	62400	0000000	000000	000000	00000	50668		Increase Misc Exp	
Totals:									205162	205162	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Honor Farm Closure and Decommissioning Effort, adjust budget from Fixed Assets to Services and Supply

Requesting Department		Data Entry		Auditors Office Only	
Joshua Ewin / CEO Prepared by <u>3/27/2014</u> Date		 Supervisor's Approval <u>3/28/14</u> Date		Keyed by Prepared By <u>3/27/14</u> Date	

Honor Farm

Stokman Revocable Family Trust

017-066-007
34.87 Ac

Charles E Bailey
017-060-027
3.44 Ac

Edward A & Lorie J
Machado
017-060-034
48.63 Ac

Stanislaus
County
017-060-002
12.48 Ac

Stanislaus County
016-026-010
97 Ac

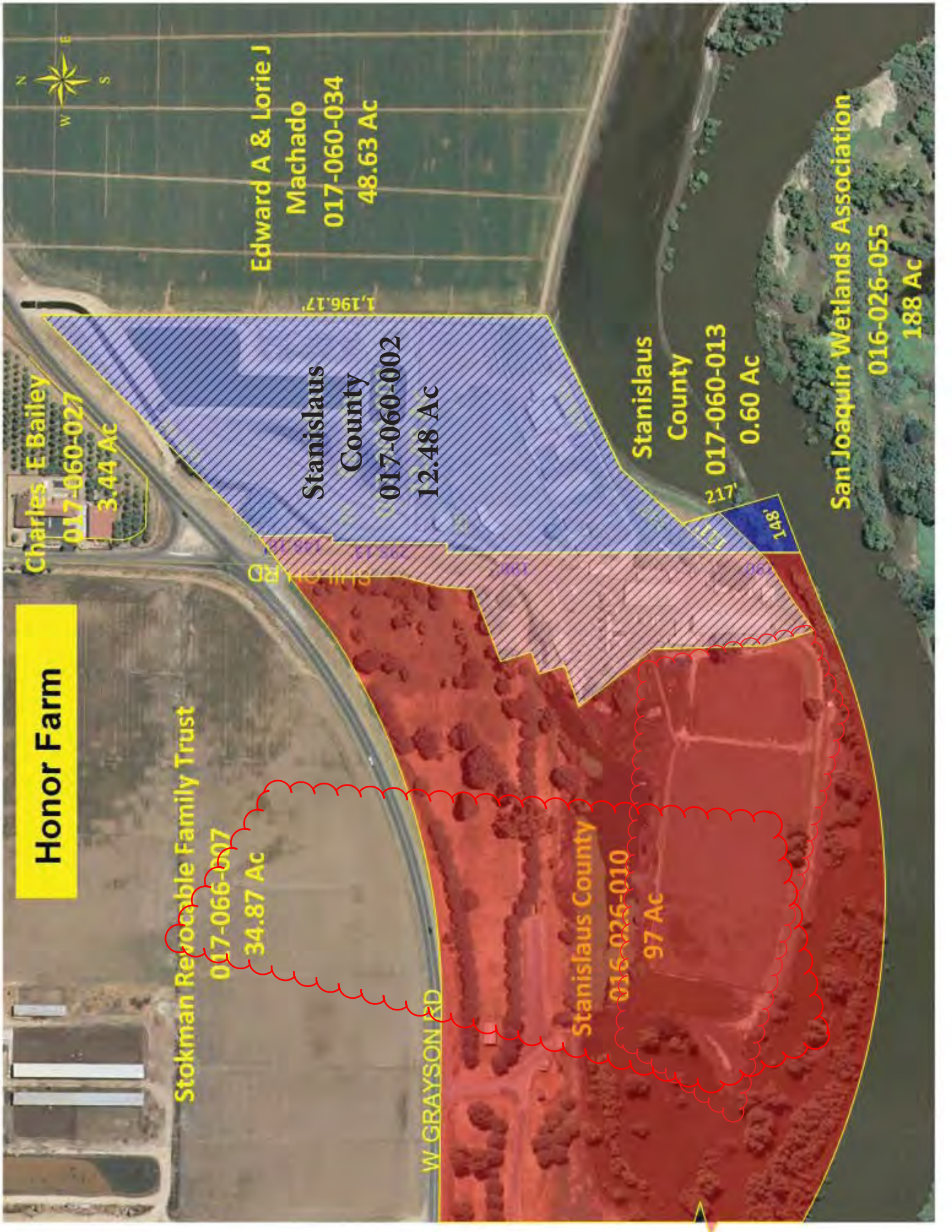
Stanislaus
County
017-060-013
0.60 Ac

San Joaquin Wetlands Association
016-026-055
188 Ac

W GRAYSON RD

1,196.17'

1,841'



COUNTY OF STANISLAUS
AGREEMENT BETWEEN
COUNTY OF STANISLAUS AND
BLACK WATER CONSULTING ENGINEERS, INC.

This Agreement For **Professional Services** is made and entered into by and between the **County of Stanislaus** ("County") and **Black Water Consulting Engineers, Inc., a California Corporation**, whose address is 605 Standiford Avenue, Suite N, Modesto, CA 95350 ("Consultant" or "Engineer"), on **April 1, 2014**.

Introduction

WHEREAS, the County has a need for professional services relating to the ENGINEERING DESIGN and SPECIALITY CONSULTING of the County's HONOR FARM CLOSURE AND DECOMMISSIONING; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 **Services**: The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Appendix A (Scope of Work)** which is attached hereto and, by this reference, made a part hereof.

1.2 **Ownership of Records**: Documents and drawings shall consist of all documents, original and reproducible tracings, plans and specifications, calculations, sketches, electronic data, and renderings prepared by or under the direction and control of the Engineer ("P-E Documents"). These P-E Documents and copyright shall be the property of the County. The Engineer may retain copies of P-E Documents for its records. County agrees to indemnify, defend and hold Engineer harmless from and against any claims, costs, losses and damages resulting from the County's misuse of such documents.

1.3 **Schedule**: Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with the provisions of **Appendix A (Scope of Work)**, paragraph 2, Schedule of Services and Scheduling, and with the Master Schedule set forth in **Appendix B (Schedule)**.

1.4 **Laws**: The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, County and local laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or

professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

1.5 Subconsultants: If the Consultant deems it appropriate to employ a subconsultant in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment.

2. Compensation

2.1 Total Compensation: The total compensation to the Engineer for each phase of design for the Base Design and Options of the Honor Farm Closure and Decommissioning shall be on a lump sum basis. Payment shall be as specified in section 2.3, Monthly statements.

Base Design, Decommissioning of Site and WWTF Task 1 through Task 9-Basic Services and ODC's	<u>\$112,496</u>
Option 1, Reuse of Honor Farm Task 1 through Task 9-Basic Services and ODC's:	<u>\$20,140</u>
Option 2, Letter of Map Amendment/Letter of Map Revision (LOMA/LOMR-F) Task 11-Basic Services and ODC's:	<u>\$11,000</u>
Option 3, WWTF Closure Report Task 10-Basic Services and ODC's:	<u>\$27,640</u>
TOTAL ALL FOUR PHASES	<u>\$171,276</u>

2.2 Additional Compensation: Except as expressly provided in this Agreement, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Monthly Statements: The Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred as more fully set forth in Schedule of Values, **Appendix C**, for services provided during the billing period, which the County shall pay within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs.

2.3.1 Retention: The County shall pay the Engineer for services rendered in an amount not to exceed the option totals set forth in Section 2.1, less 5% retention in accordance with Civil Code Section 3320. County and Engineer may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention withheld during the Base Design Phase and Option 1 shall be released upon substantial completion of the Project/s.

Option 2 and Option 3, retention shall be withheld until approval by the County and/or regulatory agency for the deliverable work product of the Option.

2.4 Tax Withholds: County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

3. Term

3.1 The Term: The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below:

3.1.1 Notice to Proceed: The Engineer shall not commence work on an option until a Notice to Proceed is issued by the County. The County has no obligation to issue Notices to Proceed for all phase options.

3.1.2 Termination for Delay: If the project is delayed or suspended for a phase option, other than award of the General Construction Contract, beyond 60 days, termination may be mutually agreed to by the parties. If the project is delayed or suspended for the award of the General Construction Contract, beyond 120 days, termination may be mutually agreed to by the parties.

3.2 Default: Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 Termination by County: The County may terminate this agreement upon 15 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 Termination Upon Insolvency of Consultant: At the option of the County, this Agreement may terminate on the occurrence of (a) bankruptcy or insolvency of Consultant, or (b) sale of Consultant's business.

4. Representatives.

Each party shall designate a representative, authorized to act on the party's behalf with respect to this Agreement. Consultant hereby designates **Jeffery Black**, its **Project Manager**. Owner hereby designates **Patricia Hill Thomas**, its **Project Manager**. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Consultant's services. Each party may delegate all or some of its representative's role and function to some other representative.

5. Required Licenses, Certificates and Permits.

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A in the RFP must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses,

professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

6. **Office Space, Supplies, Equipment, Etc.**

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant - not the County - has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

7. **Insurance**

7.1 **Coverage:** Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

7.1.1 **General Liability.** Commercial general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of **no less than One Million Dollars (\$1,000,000)** per incident or occurrence. 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.

7.1.2 **Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of **no less than One Million Dollars (\$1,000,000) aggregate.** Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

7.1.3 **Automobile Liability Insurance.** If the Consultant or the Consultant's Board, officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and property damage liability with limits of **no less than One Million Dollars (\$1,000,000) per incident or occurrence.**

7.1.4 **Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

7.2 **Deductibles:** Any deductibles, self-insured retention's 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 retention's 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 retention's, 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.

7.3 Additional Insureds: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming Stanislaus County, its officers, directors, officials, Board members, agents, employees, and volunteers as additional insureds 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) 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. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County, its officers, directors, officials, agents, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

7.4 Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County and County's Board, officers, officials, agents, and employees. Any insurance or self-insurance maintained by Stanislaus County, its officers, directors, officials, agents, employees, and volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

7.5 Failure to Comply with Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its Board, officers, officials and employees.

7.6 Insurance Shall Apply Separately: 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.

7.7 30 Day Notice of Cancellation: Each insurance policy required by this section shall be endorsed to state that coverage shall not be 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.

7.8 Rating of Insurance Company: 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; except as otherwise expressly approved by the County.

7.9 Subconsultant Insurance: 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.

7.10 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.

7.11 Limits of Liability: The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors.

8. Indemnification

8.1 Indemnification: To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Engineer shall defend, indemnify and hold harmless Owner and its Supervisors, officers, agents, departments, officials, representatives and employees (collectively "**Indemnitees**") from and against any and all claims, suit, action, loss, cost, damage, injury (including, without limitation, economic harm, injury to or death of an employee of Engineer or its Subconsultants), expense and liability of every kind, nature and description, at law or equity, that arise out of, pertain to, or relate to (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) any negligence, recklessness, or willful misconduct of Engineer, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "**Liabilities**"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

8.2 Duty to Defend: Engineer shall defend, indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, suit, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, 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 Owner, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

8.3 Owner shall include a provision in the construction contract with the general contractor on the Project requiring the general contractor to indemnify Engineer for damages resulting from the negligence of the general contractor and its subcontractors. Owner shall also include a provision in the construction contract with the general contractor on the Project requiring the general contractor to name Engineer as an additional insured on its Comprehensive General Liability insurance coverage. If the Engineer has the opportunity to review the construction contract prior to bidding, the risk of an inadvertent omission of such provisions is on Engineer.

8.4 Engineer shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of Owner and other Indemnitees in the exact form and substance of those contained in this Agreement.

8.5 Owner acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the [any] Project site is outside of Engineer's responsibilities and expertise and is not included in the scope of Services Engineer is to perform nor included in Engineer's insurance. Owner shall hire an expert consultant in this field if the Project involves such materials. Engineer shall provide plans and specifications for the handling of such materials and hazardous substances. Engineer shall be responsible to coordinate with Owner's expert consultant, or Contractor, as necessary.

8.6 Duty to Cooperate: Each party shall notify the other party immediately 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.

8.7 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.

9. Status of Consultant

9.1 Independent Contractor: All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Appendix A, Consultant has no authority or responsibility to exercise any rights or power vested in the County. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances, to create an employer—employee relationship, partnership, or a joint venture.

9.2 Conduct as Independent Contractor: At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

9.3 Means of Performing Work: Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

9.4 Third Person Employment: If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging, or any other term of employment or requirements of law, shall be determined by the Consultant.

9.5 Services to Others: Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

9.6 W-2 Forms: It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

9.7 Claims By Third Parties: As an independent contractor, 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.

10. Records and Audit

10.1 Term of Maintenance: Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photo static, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

10.2 Access to Writings: Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

11. Nondiscrimination

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 handicap, medical condition (including genetic characteristics), marital status, age, political affiliation, sexual orientation, or sex. 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.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: **County of Stanislaus**
Chief Executive Office-Capital Projects
1010 10th Street, Suite 6800
Modesto, CA 95354
(209) 525-4380 (phone)
(209) 525-4384 (fax)

To Consultant: **Black Water Consulting Engineers, Inc.**
605 Standiford Avenue, Suite N
Modesto, CA 95350
(209) 322-1817 phone
(209) 222-4088 fax

15. Conflicts

Consultant represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Consultant represents to and agrees with County that Consultant has no present, and will have no future conflict of interest between providing County services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County.

16. Confidentiality

Any information, whether proprietary or not, made known to or discovered by Consultant during the performance of or in connection with this Agreement for County, will be kept confidential and not be disclosed to any other person. Consultant will immediately notify County in writing if it is requested to disclose any information made known to or discovered by during the performance of or in connection with this Agreement. These conflict of interest, confidentiality and future service provisions and limitations shall remain fully effective indefinitely after termination of services to County hereunder.

17. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. Construction

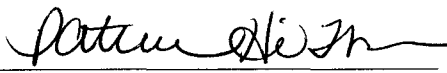
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

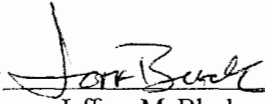
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.

STANISLAUS COUNTY

By 
Patricia Hill Thomas
Chief Operations Officer/
Assistant Executive Officer

BLACK WATER CONSULTING ENGINEERS, INC.
A California Corporation,

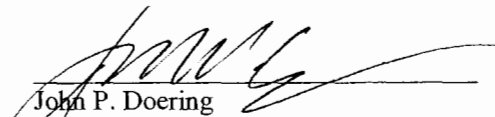
By 
Jeffery M. Black
President

Attest _____

JEFF BLACK, PRESIDENT.
Print Name and Title

(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Approved as to form and legality this 25 day of March, 2014.


John P. Doering
County Counsel

County Resolution No. _____

APPENDIX A
SCOPE OF WORK

1. THE PROJECT DESCRIPTION

Stanislaus County requires a professional site, engineering and Waste Water Treatment Facility Consultant to assist with the closure, and/or decommissioning for the former Stanislaus County Honor Farm at 8224 West Grayson Road, Modesto, California 95358 (the “Project”). An Option has been established to additionally consider Reuse of the Honor Farm site. The Honor Farm is currently comprised of Barracks No. 3 and No. 4 containing 182 jail bed units, additional kitchen and administrative services buildings, portable trailers, a maintenance shop and various other buildings. Additionally, there are water wells providing potable and irrigation water for the site. A 10,000 gallon water tank is situated on the north portion of the site and is used for irrigation water storage. The Site also has a 10,000 gallon propane tank. The Honor Farm site additionally includes an operable Waste Water Treatment Facility (WWTF) with an active Waste Water Operator Permit.

The Consultant shall prepare all necessary plans and specifications, construction documents and site closure and decommissioning reports necessary for the work and as required by regulatory agencies such as the Regional Water Quality Control Board, when applicable within the Option selected by the County. The Consultant shall be expected to assist the County in preparing the site for sale and disposition, including performing land surveying services to convey a real property for sale or lease.

2. SCHEDULE OF SERVICE, AND SCHEDULING

2.1 Schedule

2.1.1 Engineer shall complete or cause to be completed all services required under this Agreement in accordance with the approved Master Schedule, **Appendix B**.

2.1.2 For each phase option of the Work under this Agreement, Engineer and Consultants shall prepare and submit for County acceptance, a task list. The task list shall identify the tasks (and subtasks) defining in detail the scope of work (drawings and specifications) of each phase option. The task list submitted shall be coordinated with the Master Schedule and the Engineers Design Schedule.

2.1.2.1 The task list for each phase of the Work under this Agreement shall be submitted with the deliverables at the conclusion of the previous phase of the Work under this Agreement.

2.1.2.2 Revisions to the task list shall be submitted for County acceptance on an as-required basis. Engineer’s response time to County-requested revisions to the task list shall not exceed three work days. County will not request revisions to the task list more than once a month.

2.1.2.3 The Task list shall act as the basis of Engineer’s Design Schedule and respective payment requests.

2.1.3 Engineer shall prepare, submit for County acceptance, and maintain a design schedule detailing the Engineer's scheduled performance of the Work. The schedule shall fit within and coordinate with the overall Master Schedule, **Appendix B**.

2.1.4 Prior to commencement of any Option, Engineer shall submit for County acceptance a schedule covering all work of each phase under this Agreement that provides a detailed schedule for the tasks (and subtasks) of the Schematic Design Option. For each succeeding phase of the Work, Engineer shall update and supplement this schedule with a detailed schedule covering by task (and subtask) Engineer's work during the succeeding phase of the work. (The required schedule supplement shall be submitted as part of Engineer's deliverables at the conclusion of the current phase of the Work.)

2.1.5 No payment shall be due Engineer for any phase of the Work until the required schedule is provided and accepted by the County. The Engineer's schedule shall be updated monthly, and shall meet the following requirements:

2.1.5.1 Engineer's schedule shall outline dates and time periods for the delivery of Engineer's services, requirements for information from the County for the performance of its services, reviews and approvals by the State, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and tenants involved in the Project.

2.1.5.2 The required schedule shall coordinate with the requirements of the County for potential utilization of construction packages, systems, equipment, and areas. The schedule shall include appropriate State, County and third party design review durations for each contract package.

2.1.5.3 The schedule may be a manual format or in a computer software format as approved by the County.

2.1.6 Engineer shall adjust and cause its retained Subconsultants to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules. Revisions to Engineer's schedules shall be prepared and submitted when requested by County, but not more frequently than once a month.

2.1.7 Engineer shall meet with, make written recommendations to, and coordinate with Project Manager at least once a week, or more frequently if necessary, regarding ongoing design and construction work, with respect to the following subject matters:

2.1.7.1 Value engineering (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories);

2.1.7.2 Constructability (including actual and reasonable constructability in light of County's objective to secure a completed Project with the lowest reasonable construction costs);

2.1.7.3 Project scheduling;

2.1.7.4 Scheduling of Engineer's own Work and coordination with work of other consultants; and

2.1.7.5 Construction schedules.

2.2 Decommissioning of Site and Waste Water Treatment Facility (WWTF), Base Design: Engineer shall reference Master Schedule set forth in Appendix B for a deliverables schedule. The Engineer shall complete the Background Site Investigations and Evaluation phase within 60 calendar days after receipt of County's written authorization to proceed with this Option, unless otherwise agreed to by the County.

2.3 Reuse of Honor Farm Site, Option 1: Engineer shall reference Master Schedule set forth in Appendix B for a deliverables schedule. The time for completion is exclusive of time for review by County and Regional Water Quality Control Board (RWQCB) unless otherwise agreed to by the County.

2.4 Letter of Map Amendment/Letter of Map Revision (LOMA/LOMR-F), Option 2: The Engineer shall complete this Phase within 60 calendar days after receipt of County's written authorization to proceed, exclusive of time for reviews by County unless otherwise agreed to by the County.

2.5 Waste Water Treatment Facility (WWTF) Closure Report, Option 3: The Engineer shall provide services during this Phase for a period of 360 calendar days through completion and acceptance of the project by the County Board of Supervisors and State Regional Water Quality Control Board.

2.6 Review Corrections and Approval: The above options' time period are exclusive of the review, correction, and approval times specified herein under each option.

2.7 Time: Time is of the essence for this agreement. The Engineer shall comply with all response times or schedules specified in this Contract and in the project manual/specification or as agreed to by the County.

3. CONSTRUCTION BUDGET

3.1 Construction Budget: The budget, which is subject to revision by the County during the Schematic Design Option, is based on the preliminary conceptual estimate developed by the County or the revised estimate developed as part of the final scope from the Base Design, Decommissioning of Site and WWTF, or Option 1, Reuse of Honor Farm Site, of this contract.

3.1.1 The total construction budget shall be established by County and agreed to by Consultant.

3.1.2 The County may, in its sole discretion, add to or reduce by 5% the total construction budget during the Schematic Design Option at no change in fee.

3.1.3 A construction budget increase over and above five percent (5%) will result in a negotiation for a proposed fee increase for that amount of budget increase above the 5%.

4. DEFINITIONS

Acceptance: The formal Acceptance by the County Board of Supervisors of the completion of the Work of a Construction Contract, which to County's knowledge has been performed in accordance with the Contract Documents and any approved modifications thereof.

Addendum: A written change to the Bid Documents issued before the time fixed for the opening of Bids.

Allowance: A stipulated amount specified in the contract for a scope of work to be defined later.

Alternate: See Bid Item below.

Appropriate Authorities and Agencies: Any private, local, municipal, County, State, regional, or federal authority or agency with which the Project may be involved. This term is intended to include those agencies and authorities which may require information or from which information is obtained.

Basic Services: Engineer's basic services as described in Section 5.

Bid: The offer of a Contractor to perform the Work pursuant to a completed prescribed Bid Form, properly executed and guaranteed, and timely submitted.

Bid Documents: The documents approved by the County Board of Supervisors to advertise for construction of a Project, including the Notice to Bidders, Bid Form, Agreement Form, forms for the Bidder's Bond, the Performance Bond, the Payment Bond for Public Works, and the Escrow Agreement: Substitution of Securities, plus the General Conditions, Supplementary General Conditions, Special Conditions, Specifications, Plans, Permits, and any Addenda or written modification to any of the foregoing.

Bid Form: The approved form on which Owner requires a formal Bid be prepared and submitted for the Work.

Bid Item: A separately described Work item on the Bid Form, for which each bidder must submit a separate price. Bid items may be the following types:

Base Bid Item: The Basic Work described by the Contract Documents.

Additive Bid Item: A separately described additional Work item, which the Contract Documents clearly identify as an Additive Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *in addition* to the Base Bid Item.

Alternate Bid Item: A separately described alternate Work item, which the Contract Documents clearly identify as an Alternate Bid Item, for which each bidder must submit a separate price, and which Owner may choose to award *instead of* Work specified in another Bid Item.

Deductive Bid Item: A separately described Work item, which the Contract Documents clearly identify as a Deductive Bid Item, for which each bidder must submit a separate deductive price, and which Owner may choose to *deduct from* the Base Bid Item.

Change Order: A written amendment to a Construction Contract, changing the Work, the Contract price and/or the Contract time, approved and executed by the Contractor and the County Board of Supervisors or the Owner's Authorized Representative within the limits authorized by the County Board of Supervisors.

Construction Budget: Shall mean the County approved budget for construction of the project as defined in Section 3.

Construction Contingency: The money budgeted by County for its use during construction for reasonable changes such as unforeseen conditions, design omissions and errors, delays, etc. It does not include scope changes.

Construction Contract: The written agreement on the Owner's form covering the performance of the Work and the furnishing of labor, materials, tools and equipment in the construction of the Work.

Construction Documents: The complete Plans and Specifications prepared by Engineer describing the scope and details of the construction Work to be performed by the Contractor including all approved change orders synonymous with "Contract Documents."

Construction Manager: Stanislaus County Capital Projects.

Contractor: The person or persons, firm, partnership, corporation, or combination thereof, private or municipal, or the legal representatives thereof, who have entered into a Construction Contract with Owner. Synonymous with "Construction Contractor".

Contractor's Submittals: Items submitted by a Construction Contractor for Owner's review and acceptance including, but not limited to shop drawings, layouts, schedules, substitution requests, samples, mockups, catalogs, product data and literature, equipment data sheets, maintenance and operating data, warranties and guarantees.

County: Stanislaus County or Owner.

Days: Calendar days unless otherwise designated.

Deliverables: The Instruments of Service and other products of Engineer's Services to be delivered to Owner pursuant to this Agreement.

Design Contingency: That portion of the estimate of construction cost for unknown or unforeseen costs.

Documents: The Contract Documents.

Engineer: The Engineer's Team consisting of the Engineer and the Subconsultants. The Engineer will be responsible for design of the facility.

Engineer's Schedule: The schedule, prepared by Engineer and approved by Owner, showing the timing and phasing of Engineer's Services in connection with a Project, as set forth in Section 2. It will include detailed design phases and tasks and be prepared in a bar chart format with supporting tasks by drawing/document program.

Estimate: As used herein, the following terms and meanings shall apply:

- a. Estimate of Construction Cost - Shall mean the estimate of cost of the construction work established by the Engineer at a specific period in time (which

will not be greater than the construction budget per Section 3.) The estimate shall include costs at current market rates, escalated to the mid-point of construction, including a reasonable allowance for overhead, profit, and design contingency. The estimate does not include the cost of land, right-of-way, County's bidding contingency, movable furnishing and equipment, change order contingency, and County contingency or other costs which are the responsibility of the County. The estimate does not include the compensation of Engineer, Engineer's Subconsultants, other consultants, and those items which are Owner's responsibility.

- b. Preliminary Statement of Probable Construction Cost - Estimate of probable construction cost in systems format, based on the Owner-approved Schematic Design Phase documents.
- c. Final Statement of Probable Construction Cost - Estimate of construction cost in systems and CSI format, based on Owner-approved Construction Documents.
- d. Limit to Construction Budget - In no case shall the Preliminary and Final Statement of Probable Construction Cost exceed the Construction Budget. (Section 3).

Governmental Agencies: Whenever, in this Agreement or the Contract Documents, reference is made to any governmental agency or officer, such reference shall be deemed made to any agency or officer acting in accordance with law to the power, duties, jurisdiction, and authority of the agency or officer mentioned.

Instruments of Service: Designs, drawings, sketches, renderings, plans, specifications, data, maps, models, studies, reports, schedules, estimates, and other tangible products of Engineer's Services in connection with a Project pursuant to this Agreement.

Notice of Final Acceptance: A document authorized by the County Board of Supervisors and executed by the County and Engineer signifying that a Construction Contract has been completed.

Owner Contingency: The contingency amount in the project budget for County use to cover unforeseen issue and/or minor scope changes within the program. Not to be confused with the construction contingency.

Owner: Stanislaus County.

Options: Items or work in the specifications and including in the base bid which may be chosen by the County between two or more selections.

Other Direct Costs: Other direct costs are costs other than the Basic Services labor, overhead, and profit (but included in the total fee). They are expenses made by the Engineer and the Engineer's consultants. These expenses shall include computer plots, blueprinting and reproduction, and other general office expenses, etc., required for the completion of the work specified in this contract. Note: Does not include blueprinting for bidding, which is paid by the County.

Phase or Option: A discrete part of Engineer's services, as further described in this agreement.

Plans: Project drawings prepared by Engineer for approval by the County Board of Supervisors, including any Addenda approved by Owner's Authorized Representative, which specify the location, character, dimensions, and details of the construction Work to Be performed. Synonymous with "Drawings," "Contract Drawings," and "Documents."

Program: The schematic phase pre-design document developed by the Engineer which shall be the guide for Engineer's subsequent Services.

Project: An entire public improvement proposed by Owner, to be designed by Engineer, and to be constructed in whole or in part pursuant to Plans and specifications prepared by Engineer, including the Construction Contract and any phasing and milestone requirements.

Project Budget: The Project Budget is the County's estimate of costs, including but not limited to, the elements of design consultants, land, construction, FF&E, soft costs, etc. for the entire Project.

Project Master Schedule: The time phased schedule for planning, design, bidding, and construction for the entire Project.

Record Drawings or Documents: Reproducible copies of the Contract Plans updated by Engineer using information provided by the Construction Contractor showing conditions encountered and the final configuration of a Project as it was built, plus all clarifications, RFI's and changes posted by the Engineer during construction.

Request for Information/Clarification: An instruction, clarification or additional information communicated by the Engineer through the Owner to the Contractor which does not change the Construction Contract cost or time. (Note: The Owner may make interpretations which change a no cost RFI/Clarification to a Change.)

Services: The performance of labor and the provision of Instruments of Service by Engineer in connection with a Project, pursuant to this Agreement.

Specifications: The directions, provisions and requirements pertaining to the materials to be furnished and to the method and manner of performing the construction Work by the Construction contractor, including any Addenda and revisions approved by Owner.

Standard of Care: The degree of learning, knowledge and skill possessed by reputable Engineers practicing on similar projects in the greater Sacramento/Stanislaus County areas. This definition will take precedence to others used in this agreement. Other provisions of this Agreement notwithstanding, all services performed under this Agreement shall be performed in a manner which meets this standard.

Subconsultant: A person or organization directly contracting with Engineer to provide services for a Project. Synonymous with consultant.

Work: That which is constructed or done pursuant to a Construction Contract to accomplish a Project, including the furnishing of all labor, materials, and equipment.

5. BASIC SERVICES OF ENGINEER

5.1 Services in General: The Engineer will be a team consisting of the Engineer of Record and its Consultants. The Engineer shall have overall responsibility and shall:

5.1.1 Consult as necessary with authorized employees, agencies, and/or representatives of County, including the Project/Construction Manager, relative to the design and major categories at work.

5.1.2 Cooperate with other professionals employed by County in the design of other work related to the Project.

5.1.3 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, etc., furnished to the Engineer by the County or County's consultants. If the Engineer, or where appropriate their consulting engineers, determines that the information provided is not adequate or sufficient to enable the Engineer, or where appropriate its consulting engineers, to perform their services, the Engineer shall inform the County of any such deficiencies. The Engineer and Consultants shall not be responsible for the accuracy or contract of the data provided by the County.

5.1.4 Contract for or employ at Engineer's expense (and approval by the County for which approval shall not be unreasonably withheld) consultants to the extent and as needed within the Standard of Care. This paragraph shall not create an obligation or contractual relation between County and any consultants retained by the Engineer under the terms of this agreement. Said consultants shall, so long as their performance continues to be acceptable to the County, remain in charge of their scope of work for the project through completion of services provided in this agreement.

5.1.5 Provide an Engineering team consisting of a the Principal-in-Charge, Project Manager, and Project Engineer for approval who shall, so long as their performance continues to be acceptable to the County, remain in charge of the services for the Project from through all phases of the project to completion of services provided for in this agreement.

5.1.6 Assist County in fulfilling normal requirements set forth by appropriate authorities concerning the design, cost, and construction of the Project.

5.1.7 The Engineer shall cooperate with funding agencies, and assist the County in providing information to interested parties to obtain funding for the Project or to comply with funding requirements imposed on the County.

5.1.8 All travel and related costs required to perform the Engineering service for the Engineer and its consultants will be included as an Other Direct Cost in each phase unless outside of the greater Stanislaus County area.

5.1.9 Provide Contract Documents including alternates, allowances, and options as specified by the County.

5.1.10 The Engineer will provide their minutes of all meetings attended by the Engineer regarding the Project within five days from the meeting.

5.2 Criteria

5.2.1 The Project shall be developed and designed in accordance with the latest issue of applicable codes, laws, regulations, and professional standards in effect as of the date of approval of the authorities having jurisdiction.

5.2.2 With the exception of fire sprinkler design, Engineer shall not, unless otherwise permitted in writing by County, propose or recommend any design that has the effect of shifting design responsibilities from Engineer to a contractor, through performance specifications or any other means unless otherwise agreed to in writing by the County. Performance specification will be allowed only when necessary to preclude single vendor sources.

5.2.3 Engineer shall not, unless otherwise permitted in writing by the County, specify unique, untested, proprietary or sole source equipment, systems or materials. Whenever proprietary or sole source design or equipment is used, the Engineer's design will allow for periodic maintenance and replacement of parts, equipment or systems, to be performed normally and without excessive cost or time.

5.2.4 Engineer's design shall provide that surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access shall be in conformance with Cal OSHA.

5.3 Scope

5.3.1 Basic Services shall include all the services and activities specified below in Option 1, Option 2, Option 3 and Option 4, and warranty work.

5.3.2 Performance of services will require Engineer to work with, meet with, and attend meetings with County staff, tenants, with other governmental agencies, with Contractors, and with such other consultants as Engineer determines necessary, to the extent reasonably necessary for the design and construction of the Project and performance of Engineer's duties under this Agreement (including, but not limited to, Engineer's express duties of coordination with other consultants).

5.3.3 Work performed by Engineer shall conform to the requirements of the California Business and Professions Code. As referenced in Section 6703.1 of such Code, "Responsible Charge" for the work shall be with a Registered Engineer, Civil Engineer, Structural Engineer, Mechanical Engineer, and Electrical Engineer Licensed by the State of California.

5.3.4 Engineer shall provide to County professional engineering services in all phases of the Project to which this Agreement applies. Services will include providing all professional Engineering and consultant services necessary to perform the Work.

5.3.5 Engineer shall have adequate personnel, facilities, equipment and supplies to complete the work. Engineer shall provide all materials to complete the required work.

5.3.6 Engineer shall engage those specialty Subconsultants, as necessary for proper completion of the Work, at the sole expense of Engineer. Engineer's contracts with its Subconsultants (and

their contracts with their Subconsultants) shall incorporate this contract by reference to the extent not inconsistent with the Subconsultant's scope of work. County shall have the right to approve specialty Subconsultants engaged by Engineer as well as their form of contract, which approval shall not be unreasonably withheld.

5.3.7 Engineer shall require each of its Subconsultants to execute agreements containing insurance and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold County harmless from errors or omissions of the subconsultants.

5.3.8 Engineer, or where appropriate, their consulting engineers shall review and visually verify as-built and as-designed information supplied by the County concerning existing structures, facilities and utilities, and determine if such information is sufficient to use in connection with the phases of the Engineers Work and to be made available to Bidders and the Construction Contract. Engineer, and where appropriate, their consulting engineers, shall not be responsible nor liable for the accuracy of such information provided by the County.

5.3.9 The Engineer shall make any required corrections or revisions to reports, drawings or specifications which are a result of any errors or omissions by Engineer, at no additional cost to the County.

5.3.10 Engineer shall provide to the County a written list of governmental regulations, licenses, permits, and any other type of applicable restriction and associated requirements for the completion of the Work and its incorporation into the Project.

5.4 Coordination of Engineering Subconsultants/Other Consultants.

5.4.1 Engineer shall coordinate design, Engineering work, engineering disciplines and subconsultants involved in completing the Work. Engineer's subconsultants shall coordinate with Engineer and all engineering disciplines and subconsultants involved in completing the Work. The objective of this coordination shall be the development of a complete comprehensive and workable design in which the work of Engineer plus each Subconsultant interfaces well and is properly coordinated, sound and well-engineered, with details that work together with regard to all affected disciplines.

5.4.1.1 Engineer shall require the subconsultants to agree in their subcontracts to coordinate with Engineer and other subconsultants.

5.4.1.2 Engineer shall conduct design coordination meetings with all subconsultants employed by Engineer.

5.5 Deliverables: Provide all deliverables required under this contract.

5.6 Decommissioning of Site and Waste Water Treatment Facility (WWTF), Base Design: Consultant shall provide Task Items No. 1 through No. 9 as deliverables to the County, which include but are not limited to:

5.6.1 Scope of Decommissioning of Site and Waste Water Treatment Facility (WWTF), Base Design:

Task 1: Site Survey: The Engineer shall be responsible to meet with County representatives to discuss and verify investigation elements which are to be included in the

work. Consultant shall prepare a Topographic Map including features and elevations for manholes and structures with rim elevations and invert elevations in the field survey, detail utility information and flood plain limits in accordance with FIRM maps and FIS (Flood Insurance Study). Elevations to include spot elevations and one foot contours. Consultant shall also provide and prepare the necessary documents including parcel map/s, boundary survey and lot line adjustment in consultation with County's preferred parcel development plan. Topographic survey shall be in design detail for demolition plans for the site. Prepare all necessary documents, legal descriptions, plat maps, etc. for any right-of-ways, easements, lot line adjustments or land swaps related to the project. Any resulting documents shall be signed and stamped by a registered Civil Engineer or Land Surveyor licensed to practice land surveying in the State of California.

Task 2: Utility Map: The Engineer shall provide the County with an existing underground utility location map. Engineer will provide combined topographic survey and utility record information. Consultant shall additionally review improvement plans, survey data, perform field locating with various utilities for performance of this task.

Task 3: Condition Assessment: The Engineer will review record and field data to assess the condition of existing infrastructure at the site including, but not limited to: water storage tank, water well(s), sewer conveyance, equipment, Waste Water Treatment Facility (WWTF), underground utilities, accessible piping, electrical service and equipment, propane tank, former auto body shop and storm drainage. Engineer to evaluate the existing structures for age, construction type, condition and code related review. Consultant will provide a base level necessary to demolish selected structures and provide a pass/fail assessment of existing structure to remain based on applicable codes and regulations.

Task 4: Waste Water Treatment Facility Plan: The Engineer will provide a handling and decommissioning report relating to ownership of the WWTF. Prepare a report for the County to follow in order to complete transfer in accordance with agency requirements. Consultant shall coordinate with local and State regulatory agencies for decommissioning activities of active WWTF. Consultant shall initiate these take prior to the transfer of the real property.

Task 5: Permits and Conditions: Engineer shall identify and tabulate the permits and conditions needed for this Option, including permit requirements for the site, WWTF, agency contacts, estimated regulatory review schedule and estimated costs associated with code compliance.

Task 6: Schedule: Preliminary project schedule. Engineer task list and schedule for all Options including permitting, construction/demolitions, and ongoing reporting requirements unique to each Option. Provide construction schedules per Owner requirements.

Task 7: Engineering Report/Master Plan: Engineer to provide a professional comprehensive Engineering Report describes the components, costs and timeline for decommissioning the Honor Farm WWTF. The report will address wet and dry utilities, above and below grade infrastructure, structures, paved areas, drainage requirements and permit requirements. Master Plan report shall provide all guidance to County for regulatory and physical decommissioning of the WWTF, in addition to providing the

County and prospective parties/bidders with technical information to assist in the development of a fair price of the Property and the project.

Task 8: Plans, Specifications and Cost Estimate: Engineer shall provide at minimum plans, specifications and cost estimates including but not limited to: existing site plan, utilities plan, demolition plan, and erosion control plan, WWTF sludge removal plan for wet and dry removal methods, and engineered plans and specifications for decommissioning of the WWTF. Engineer shall also prepare plans and specifications for the lawful abandonment and destruction of on-site wells and other infrastructure at the request of the County. Engineer shall provide a probable estimate of construction cost for this phase.

Task 8.1 Schematic Design: The Engineer shall complete schematic design based on the project scope, Appendix A, Paragraph 1, including adjustments authorized by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. The Engineer will prepare a Statement of probable Construction Cost based on the Schematic Design Documents and other available data. The Engineer will compare it to the construction budget. Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the construction budget. Attend a one day formal value engineering session at the discretion of the County. Attendees shall include Engineers Principal In Charge, Project Manager and/or her designees, Design Engineer, and Project Engineer and Engineers primary subconsultants including as a minimum the WWTF Engineer, Civil Engineer, Electrical Engineer and Professional Engineer.

For the Final Submittal, the Engineer will allow two (2) weeks for the County review; will make changes requested by the County and resubmit a single reproducible copy with corrections within 1 week of receipt of final comments or as otherwise approved by the County; and allow 3 days to schedule the Board approval.

Task 8.1.1 Schematic Layouts, Sketches and Design Criteria: Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits. Reports and exhibits shall incorporate the County's scope requirements and shall include electrical concepts, elevations, sections, study perspectives and other drawings necessary to describe the Project. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to County and set forth Engineer's findings and recommendations.

Task 8.2 Contract Documents: Based upon approved Schematic Design Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Engineer shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal;" proposal characteristics can be reviewed and

measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

Task 8.3: In addition, the Engineer shall prepare, for approval by County, Contract Documents consisting of layout drawings, general conditions and technical specifications setting forth in detail the for the project based upon approvals during Schematic Design.

Task 8.4: The Construction Documents shall conform to and be consistent with the documents approved by County at the completion of the Schematic Design Phase.

Task 8.5: The Engineer shall assist the County in the preparation of bidding information and bidding forms deemed necessary by the County. The Engineer in consultation with and upon approval of the County and Construction Manager will plan for at least five (5) bid alternates in the Construction Documents. The actual number will be confirmed by the County. The Engineer shall prepare all drawings and specifications in conformity with the applicable building codes, the Public Bidding Requirements of the California Public Contracts Code, and all other applicable state and federal laws and regulations in effect at the time of the signing of this agreement.

Task 8.6: Upon approval by the County, Engineer shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. The Engineer is responsible for the timely submittal of documents including calculations and timely plan check corrections.

Task 8.7 Working drawings shall be prepared using computer aided drafting medium. Drawing size shall not exceed 36" x 48" unless otherwise approved by the County. The Engineer will provide County with two (2) sets of electronic drawings, PDF Format and CADD, one (1) set of reproducible and one copy with addendum items included for progress prints each month and/or review meeting.

Task 8.8: Prepare a design narrative to describe total submittal and its contents, with a documented response to all County comments.

Task 8.9: Attend development and review meetings requested by the County.

Task 8.10: Provide electronic coordination drawings, PDF Format, of major physical elements of final design including but not limited to site, structure, electrical, mechanical, etc. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility rooms, etc.

Task 8.11: Certification. Provide within the Standard of Care, documents that:

Task 8.12: Will be constructible, workable and biddable;

Task 8.13: Will result in a facility that meets requirements of the County's program and is durable and maintainable if faithfully carried out;

Task 8.14: Will not call for the use of hazardous or banned materials.

Task 8.15: The Project manual shall be on 8-1/2" x 11" paper, unless otherwise approved by the County. Both drawings and specifications will also be provided in

digital format. Specifications will be in Microsoft Word software. For bidding purposes, the Engineer shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

Task 8.16: The Engineer shall assist the County in interpreting the drawings specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the County shall approve all proposed addenda before delivery by the County to interested bidders. The Engineer shall issue no other addenda, verbally or in writing, to bidders. The Engineer shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Engineer will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Engineer's employee giving information. The log and forms will be issued as back-up information for each addenda. The Engineer will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

Task 8.17: The Engineer shall participate in the pre-bid conference for the bid package with interested bidders and County staff at County's request.

Task 8.18: The Engineer shall advise County concerning acceptance or rejection of bids for the Project.

Task 8.19: County reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.

Task 8.20: Assist County in advertising for and obtaining bids for each separate prime contract for construction materials, equipment and evaluating bids.

Task 8.21: Consult with and advise County as to the acceptability of subcontractors, suppliers, other persons, organizations and specialists proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

Task 8.22: For substitutions, determine if the salient characteristics have been met. Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

Task 8.23: Issue written addenda as appropriate to interpret, clarify or expand the bidding documents including allowable substitutions of materials and equipment.

Task 8.24: Attend the bid opening and assist County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

Task 8.25: Review and make recommendations on all substitution requests within five days before the scheduled bid opening per Public Contract Code 3400.

Task 8.26: If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Engineer's estimate for the work to be performed by the contractor, the County may, at its discretion:

1. Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.
2. Reject all bids and rebid the contract.
3. If the base bid amount is more than Engineer's estimated amount for the base bid plus additive alternates in Engineers final statement of probable Total Construction Costs rendered at the end of the Construction Document Phase, require the Engineer to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's program objectives in which case the Engineer shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Paragraph 6 of this agreement.
4. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

Task 8.27: Prior to the Notice to Proceed to the construction contractor, the Engineer will conform all drawings and specifications to include only changes which were the result of addenda during the bid period. Any other changes the Engineer wishes to include in the conformed set must first be issued as an RFI/clarification for the Owner's approval.

Task 9: Construction Administration: This task commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and acceptance of the Project by the Board of Supervisors. The County will have a Construction Manager/Project Manager with whom the Engineer will work. Upon receipt of a written notice from the County to proceed, the Engineer shall perform the services specified herein:

Task 9.1 Processing Time. The Engineer shall perform all services required of the Project Engineer/Engineer within the time specified in the project manual/specification and as directed by the County.

Task 9.2 Preconstruction Meeting. The Engineer and consultants, as requested by the County, shall attend a pre-construction conference with all interested parties.

Task 9.3 Access. The Engineer shall have access to the Project site at all reasonable times.

Task 9.4 Project Meetings: The Engineer shall attend one progress meeting per week, up to ten (10) Project Meetings total, on the Project site which is chaired by the Construction Manager. The Engineer shall consult and advise County during construction with respect to the construction documents. The Engineer will provide additional staff and/or consultants at the weekly meetings as necessary for the performance of the Engineer's obligation under the contract as requested by the County.

Task 9.5 RFI's/Clarifications: As requested by the Construction Manager, the Engineer shall furnish definitions, clarifications, responses to request for information (RFI), and issue unilateral AE clarifications. Engineer will render interpretations upon receipt of RFI's and provide clarification necessary for proper and timely execution of the work. When clarifications and responses to RFI's are necessary for the proper execution or progress of the work, the Engineer shall render a written decision no more than five (5) working days from the date of receipt of the request unless such review requires additional time to sufficiently respond for which the Engineer shall advise the Construction Manager and such time may be approved by the County.

The Engineer/County RFI's and clarifications plus RFI's by the Contractor will be issued on the County's form. The Engineer shall use the numbering system assigned by the Construction manager. All information will be provided on 8-1/2" x 11" drawings (or larger if required). Bulletins revising the entire drawing (or drawings) shall not be issued (unless approved by the County) except for the initial revision of the conformed drawings/project manual for construction (prior to the notice to proceed) which will contain only addenda revisions. Thereafter all information will be transmitted as noted above. The Engineer will concurrently post all clarification/RFI (and respective change order) information on the record documents.

The Engineer will same-day, e-mail, over-night, or hand carry, if necessary, answers to clarifications/RFI's at no additional charge to the County.

The Engineer shall prepare supplementary drawings and specifications required for clarifications/RFI's and/or changes to the documents.

Task 9.6 Submittals: As requested by the Construction Manager, the Engineer shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples submitted by Contractors for compliance with the basis of the design, drawings, and project manual/specifications. The Engineer shall not have control or charge of and shall not be responsible for job-site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

The Engineer will same-day, e-mail, over-night, or hand carry, if necessary, responses of all submittals at no additional cost to the County.

The Engineer shall review and recommend appropriate action on Contractor's submittals, as required by the Contract Documents, including laboratory, shop, and mill test reports of materials and equipment, and advise County as to the results of such reviews. The Engineer shall promptly notify the County of all submittal review comments which comprise a change in contract requirements which could result in a change order to the Contract Documents by issuing RFI/clarification. The Engineer will process submittals within no more than (10) working days to the Construction Manager unless such reviews require additional time for which the Engineer shall advise the County and such time may be extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

Task 9.7 Substitutions: The Engineer shall review and recommend appropriate action on the Contractor's requests for substitutions submitted under the requirements of General Conditions, and based on supporting data submitted by Contractor; shall advise the County as to the characteristics to be measured, whether such requests are, in fact, equal products to those specified; conform to the basis of the design; and are consistent with the remaining Contract Documents. All substitutions must be reviewed and recommendations made to the Construction Manager according to Public Contract Code 3500 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Engineer that additional time is required and the request may be approved by the County).

Task 9.8 Site Observations: The Engineer shall make visits to the site at least once per week during construction, up to five (5) visits total, to observe and assess the progress and quality of the work; to generally determine if the work is proceeding in accordance with the Contract Documents; and to attend the Progress meeting with the Contractor and Construction Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Engineer's obligation under this agreement and as requested by the County. The Engineer will e-mail or fax a written trip report in hard copy and digital format within three (3) working days of the visit to the Construction Manager. The Engineer's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

On the basis of on-site observations, the Engineer shall endeavor to guard County against defects and deficiencies in the work of the Contractor by providing technical interpretation of the documents to the County's Inspector, and shall notify County in the event a defect is observed. Exhaustive on-site inspections to check the quality or quantity of work is not required.

Task 9.9 Payments: As requested by the Construction Manager, the Engineer shall evaluate and sign requests for payment submitted by the Contractor based on the Engineer's observations at the Project site and review of the contract Documents, and shall advise the County in writing as to the percentage and quality of work completed to date. The Engineer's signing of the certificate of payment shall constitute a representation by the Engineer that the work has progressed to the point indicated, that to the best of the Engineer's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment.

Task 9.10 Changes: If Contractor requests a change order or claim and as requested by the Construction Manager, the Engineer shall review and recommend appropriate action on such request and the time and/or price requested. If the Engineer does not agree with the request for change or claim by the Contractor, within five days, the Engineer will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made and provide it to the Construction Manager. The Construction Manager will make the final determination.

Upon request of the Construction Manager, the Engineer shall prepare and sign all necessary contract change orders and return them to the Construction Manager within two working days upon receipt or as otherwise agreed to by the County. If such change

order is the result of a major change by the County in the scope of the Project, the Engineer shall prepare such modifications, and shall be entitled to compensation as an Additional Service. (A major change in scope is defined as a change that is in excess of ten percent of the budgeted construction contingency.) If such change order does not result from a change by the County in the scope of the Project or other causes beyond the control of the Engineer, the Engineer shall not be entitled to additional compensation. The County shall approve and issue all change orders.

Task 9.11 Performance Tests: The Engineer and Consultants shall be responsible for managing the performance tests of the Project's mechanical, electrical, and lighting systems tests and will provide analysis of failures and problems plus make recommendations.

Task 9.12 Punch Lists: As requested by the Construction Manager, the Engineer and their Consultants, and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum of one final observation trip, and for final completion there will be one final observation trip. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

Task 9.13 Substantial and Final Completion: The Engineer shall make Substantial and Final on-site observations and report (in hard copy and digital format) on the completed Project and furnish County a written notice that the Project is completed in accordance with drawings and specifications except as noted. The Engineer shall report all observed omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within three working days of discovery of the same. The Engineer will sign the certifications of substantial and final completion.

Task 9.14 O&M Manuals: The Engineer shall review for acceptance and forward to County within ten working days of receipt all operation and maintenance manuals and written guarantees/warranties and related comments assembled and submitted by the Contractor in compliance with the project manual.

Prior to Notice of Completion, the Engineer shall assist the County in reviewing the Contractor's close out package consisting of sets of O & M manuals, warranties, certifications, and instructions for electrical, mechanical, and other systems installed on the Project. The Contract Documents shall require the Contractor to assemble, organize, and index material and furnish it in suitable loose-leaf binders, and provide same to the Engineer who shall verify its completeness.

The duties, responsibilities, and limitations of authority of the Engineer as the County's representative during construction as set forth herein shall not be modified or extended without written consent of the County and the Engineer. The Engineer shall keep detailed notes of all conversations with Contractor or any subcontractor or supplier, including telephone conversations, and shall forward hard and electronic copies thereof to the Construction Manager within 3 working days.

During all warranty or guarantee periods, relating to design prepared under this agreement, the Engineer shall, when requested, render advice in order to assist the County in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.

The Engineer shall work with the County's Construction Manager's personnel and abide by the Construction Manager's procedures. The Engineer will provide all documents and reports in hard copy and digital data format as requested using the Internet where possible.

Engineers shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

Task 9.15 Record Documents: Engineer shall maintain to the satisfaction of the County, a computer- based system to record, log, control, and manage the processing of all documents such as Submittals, RFI's, changes, claims, schedules, etc.

Any communications between Engineer and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent by fax and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; an electronic copy will be forwarded to the Construction Manager the same day. The Engineer shall maintain a digital and hard file copy of all e-mails.

Thirty days after final completion of the construction by the contractor, Engineer shall revise the original Construction Documents (Electronically on Microsoft Word and CADD) so as to incorporate therein changes made during construction to produce "record drawings" which will be based on as-built information supplied by the contractor, RFI's and change information posted by the Engineer each month of the project. It is the intent that the Engineer keep said record drawings adequately and accurately to record documented changes as construction progresses. The specifications shall require the Contractor to keep current records of all changes in the work for this purpose on as-built prints which will be submitted to the Engineer to be transferred to reproduces at the end of construction prior to the final completion inspection. After original documents, specifications and CADD files have been so revised, they shall be delivered in electronic and velum format to County. All such documents are County property.

5.7 Reuse of Honor Farm Site, Option 1:

This Option commences only after the County has provided written authorization to proceed with Option 1, Reuse of the Honor Farm Site. County and Consultant mutually agree that Option 1 maybe selected as an enhancement to the Base Design as more fully detailed in the Master Schedule, **Appendix B** and the maximum fee for Option 1 shall not exceed the contracted amount to fulfill all Tasks included in this option.

5.7.1 Scope of Decommissioning Site and WWTF, Option 1:

Task 1: Site Survey: The Engineer shall be responsible to meet with County representatives to discuss and verify investigation elements which are to be included in the

work. Consultant shall prepare a Topographic Map including features and elevations for manholes and structures with rim elevations and invert elevations in the field survey, detail utility information and flood plain limits in accordance with FIRM maps and FIS (Flood Insurance Study). Elevations to include spot elevations and one foot contours. Consultant shall also provide and prepare the necessary documents including parcel map/s, boundary survey and lot line adjustment in consultation with County's preferred parcel development plan. Topographic survey shall be in design detail for demolition plans for the site. Prepare all necessary documents, legal descriptions, plat maps, etc. for any right-of-ways, easements, lot line adjustments or land swaps related to the project. Any resulting documents shall be signed and stamped by a registered Civil Engineer or Land Surveyor licensed to practice land surveying in the State of California.

Task 2: Utility Map: The Engineer shall provide the County with an existing underground utility location map. Engineer will provide combined topographic survey and utility record information. Consultant shall additionally review improvement plans, survey data, perform field locating with various utilities for performance of this task..

Task 3: Condition Assessment: The Engineer will review record and field data to assess the condition of existing infrastructure at the site including, but not limited to: water storage tank, water well(s), sewer conveyance, equipment, Waste Water Treatment Facility (WWTF), underground utilities, accessible piping, electrical service and equipment, propane tank, former auto body shop and storm drainage. Engineer to evaluate the existing structures for age, construction type, condition and code related review. Consultant will provide a base level necessary to demolish selected structures and provide a pass/fail assessment of existing structure to remain based on applicable codes and regulations.

Task 4: Waste Water Treatment Facility Plan: The Engineer will provide a handling and operator transfer report and manual relating to ownership of the WWTF. Prepare a report for the County to follow in order to complete transfer in accordance with agency requirements. Consultant will outline the necessary tasks and time frames. Engineer will prepare plans and specifications and provide construction administration services for the removal of WWTF sludge. Additionally, Consultant shall coordinate with local and State regulatory agencies for transfer of ownership of the WWTF. Consultant will provide sufficient detail to address site disclosure and due diligence activities associated with the sale of the property.

Task 5: Permits and Conditions: Engineer shall identify and tabulate the permits and conditions needed for this Option, including permit requirements for the site, WWTF, agency contacts, estimated regulatory review schedule and estimated costs associated with code compliance.

Task 6: Schedule: Preliminary project schedule. Engineer task list and schedule for all Options including permitting, construction/demolitions, and ongoing reporting requirements unique to each Option.. Provide Construction schedules per Owner requirements.

Task 7: Engineering Report/Master Plan: Engineer will combine the data collected with results of all Work to provide a professional Engineering Report that describes the existing site conditions and recommendation for the project. The engineering report will be the master plan or guidance document for renovation of the site and will provide the

County and prospective parties/bidders with technical information to assist in the development of a fair price of the Property and project. Master Plan shall be provided by Engineer for the reuse of the site.

Task 8: Plans, Specifications and Cost Estimate: Engineer shall provide at minimum plans, specifications and cost estimates including but not limited to: existing site plan, utilities plan, demolition plan, erosion control plan, WWTF sludge removal plan, and WWTF Reuse Improvement Plans and applicable technical specifications.

Task 8.1 Schematic Design: The Engineer shall complete schematic design based on the project scope, Appendix A, Paragraph 1, including adjustments authorized by the County. The documents consist of drawings, specifications, a narrative description and relationship of project components, and performance requirements. The Engineer will prepare a Statement of probable Construction Cost based on the Schematic Design Documents and other available data. The Engineer will compare it to the construction budget. Informal value engineering will be used as an on-going process throughout the development of the design and specifically if there appears to be an estimated cost over the construction budget. Attend a one day formal value engineering session at the discretion of the County. Attendees shall include Engineers Principal In Charge, Project Manager and/or her designees, Design Engineer, and Project Engineer and Engineers primary subconsultants including as a minimum the WWTF Engineer, Civil Engineer, Electrical Engineer and Professional Engineer.

For the Final Submittal, the Engineer will allow two (2) weeks for the County review; will make changes requested by the County and resubmit a single reproducible copy with corrections within 1 week of receipt of final comments or as otherwise approved by the County; and allow 3 days to schedule the Board approval.

Task 8.1.1 Schematic Layouts, Sketches and Design Criteria: Prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits. Reports and exhibits shall incorporate the County's scope requirements and shall include electrical concepts, elevations, sections, study perspectives and other drawings necessary to describe the Project. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities have jurisdiction, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to County and set forth Engineer's findings and recommendations.

Task 8.2 Contract Documents: Based upon approved Schematic Design Documents and any further adjustments in the scope and quality of the Project or in the Project budget authorized by County, the Engineer shall prepare, for approval by County, Contract Documents consisting of drawings, general conditions, and technical specifications setting forth in detail the requirements for the construction of the Project. Such documents shall be full, complete and accurate within code requirements and the Standards of Care, giving such information as will enable a competent builder to carry them out. The specifications based on CSI Format shall note the detailed specifications of all specified items so that "or equal," proposal characteristics can be reviewed and measured. The County will prepare the bidding requirements, General Conditions, Special Conditions, and Division 1 documents.

Task 8.3: In addition, the Engineer shall prepare, for approval by County, Contract Documents consisting of layout drawings, general conditions and technical specifications setting forth in detail the for the project based upon approvals during Schematic Design.

Task 8.4: The Construction Documents shall conform to and be consistent with the documents approved by County at the completion of the Schematic Design Phase.

Task 8.5: The Engineer shall assist the County in the preparation of bidding information and bidding forms deemed necessary by the County. The Engineer in consultation with and upon approval of the County and Construction Manager will plan for at least five (5) bid alternates in the Construction Documents. The actual number will be confirmed by the County. The Engineer shall prepare all drawings and specifications in conformity with the applicable building codes, the Public Bidding Requirements of the California Public Contracts Code, and all other applicable state and federal laws and regulations in effect at the time of the signing of this agreement.

Task 8.6: Upon approval by the County, Engineer shall submit the completed Contract Documents to the authorities having jurisdiction over the issuance of approval for construction. The Engineer is responsible for the timely submittal of documents including calculations and timely plan check corrections.

Task 8.7 Working drawings shall be prepared using computer aided drafting medium. Drawing size shall not exceed 36" x 48" unless otherwise approved by the County. The Engineer will provide County with two (2) sets of electronic drawings, PDF Format and CADD, one (1) set of reproducible and one copy with addendum items included for progress prints each month and/or review meeting.

Task 8.8: Prepare a design narrative to describe total submittal and its contents, with a documented response to all County comments.

Task 8.9: Attend development and review meetings requested by the County.

Task 8.10: Provide electronic coordination drawings, PDF Format, of major physical elements of final design including but not limited to site, structure, electrical, mechanical, etc. Electrical, mechanical and specified equipment will be laid out in mechanical spaces, utility rooms, etc.

Task 8.11: Certification. Provide within the Standard of Care, documents that:

Task 8.12: Will be constructible, workable and biddable;

Task 8.13: Will result in a facility that meets requirements of the County's program and is durable and maintainable if faithfully carried out;

Task 8.14: Will not call for the use of hazardous or banned materials.

Task 8.15: The Project manual shall be on 8-1/2" x 11" paper, unless otherwise approved by the County. Both drawings and specifications will also be provided in digital format. Specifications will be in Microsoft Word software. For bidding purposes, the Engineer shall provide reproducible drawings and County will reproduce the drawings and the project manual for bidding.

Task 8.16: The Engineer shall assist the County in interpreting the drawings specifications during the bidding process, and prepare addenda to the drawings or specifications that may be required, but the County shall approve all proposed addenda before delivery by the County to interested bidders. The Engineer shall issue no other addenda, verbally or in writing, to bidders. The Engineer shall receive all bidder questions and shall record the questions and answers given on the form approved by the County. The Engineer will keep a log of all questions including the subject, date received, date answered, party requesting information, and the Engineer's employee giving information. The log and forms will be issued as back-up information for each addenda. The Engineer will summarize for each addenda the drawing or specifications being clarified and the specific change being made. Additional drawings or specifications will be issued as required.

Task 8.17: The Engineer shall participate in the pre-bid conference for the bid package with interested bidders and County staff at County's request.

Task 8.18: The Engineer shall advise County concerning acceptance or rejection of bids for the Project.

Task 8.19: County reserves the right to accept bids in excess of the approved final construction cost estimate or to reject any or all bids received.

Task 8.20: Assist County in advertising for and obtaining bids for each separate prime contract for construction materials, equipment and evaluating bids.

Task 8.21: Consult with and advise County as to the acceptability of subcontractors, suppliers, other persons, organizations and specialists proposed by the bidders for those portions of the work as to which such acceptability is required by the bidding documents.

Task 8.22: For substitutions, determine if the salient characteristics have been met. Consult with County concerning, and determine the acceptability of, substitute materials and equipment proposed by Bidders.

Task 8.23: Issue written addenda as appropriate to interpret, clarify or expand the bidding documents including allowable substitutions of materials and equipment.

Task 8.24: Attend the bid opening and assist County in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

Task 8.25: Review and make recommendations on all substitution requests within five days before the scheduled bid opening per Public Contract Code 3400.

Task 8.26: If the lowest responsible, responsive bid received from a contractor exceeds the County's construction budget and Engineer's estimate for the work to be performed by the contractor, the County may, at its discretion:

1. Award the contract to the lowest responsible, responsive bidder, and give written approval of increase in County's budget.

2. Reject all bids and rebid the contract.
3. If the base bid amount is more than Engineer's estimated amount for the base bid plus additive alternates in Engineers final statement of probable Total Construction Costs rendered at the end of the Construction Document Phase, require the Engineer to redesign and revise the documents or revise the scope of work to be performed by the Contractor or its quality, or both, so as to reduce the Project Construction Cost for the work to be performed by the Contractor, while still meeting the County's program objectives in which case the Engineer shall at its expense, if so directed by the County, modify the Construction Documents in order to reduce the Project Construction Cost for the work to be performed by the Contractor within the Project budget per Paragraph 6 of this agreement.
4. Abandon the Project and terminate this Agreement or not approve proceeding with the next option.

Task 8.27: Prior to the Notice to Proceed to the construction contractor, the Engineer will conform all drawings and specifications to include only changes which were the result of addenda during the bid period. Any other changes the Engineer wishes to include in the conformed set must first be issued as an RFI/clarification for the Owner's approval.

Task 9: Construction Administration: This task commences with the award of the Contract for Construction, and will terminate upon the completion by the Contractor of all services required by the Contract for Construction, and acceptance of the Project by the Board of Supervisors. The County will have a Construction Manager/Project Manager with whom the Engineer will work. Upon receipt of a written notice from the County to proceed, the Engineer shall perform the services specified herein:

Task 9.1 Processing Time. The Engineer shall perform all services required of the Project Engineer/Engineer within the time specified in the project manual/specification and as directed by the County.

Task 9.2 Preconstruction Meeting. The Engineer and consultants, as requested by the County, shall attend a pre-construction conference with all interested parties.

Task 9.3 Access. The Engineer shall have access to the Project site at all reasonable times.

Task 9.4 Project Meetings: The Engineer shall attend one progress meeting per week, up to five (5) meetings total, on the Project site which is chaired by the Construction Manager. The Engineer shall consult and advise County during construction with respect to the construction documents. The Engineer will provide additional staff and/or consultants at the weekly meetings as necessary for the performance of the Engineer's obligation under the contract as requested by the County.

Task 9.5 RFI's/Clarifications: As requested by the Construction Manager, the Engineer shall furnish definitions, clarifications, responses to request for information (RFI), and issue unilateral AE clarifications. Engineer will render interpretations upon receipt of RFI's and provide clarification necessary for proper and timely execution of

the work. When clarifications and responses to RFI's are necessary for the proper execution or progress of the work, the Engineer shall render a written decision no more than five (5) working days from the date of receipt of the request unless such review requires additional time to sufficiently respond for which the Engineer shall advise the Construction Manager and such time may be approved by the County.

The Engineer/County RFI's and clarifications plus RFI's by the Contractor will be issued on the County's form. The Engineer shall use the numbering system assigned by the Construction manager. All information will be provided on 8-1/2" x 11" drawings (or larger if required). Bulletins revising the entire drawing (or drawings) shall not be issued (unless approved by the County) except for the initial revision of the conformed drawings/project manual for construction (prior to the notice to proceed) which will contain only addenda revisions. Thereafter all information will be transmitted as noted above. The Engineer will concurrently post all clarification/RFI (and respective change order) information on the record documents.

The Engineer will same-day, e-mail, over-night, or hand carry, if necessary, answers to clarifications/RFI's at no additional charge to the County.

The Engineer shall prepare supplementary drawings and specifications required for clarifications/RFI's and/or changes to the documents.

Task 9.6 Submittals: As requested by the Construction Manager, the Engineer shall review and recommend appropriate action on Submittals, shop drawings, erection drawings, and samples submitted by Contractors for compliance with the basis of the design, drawings, and project manual/specifications. The Engineer shall not have control or charge of and shall not be responsible for job-site coordination, confirmation or dimensions, quantities, weight and gauges, fabrication process, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

The Engineer will same-day, e-mail, over-night, or hand carry, if necessary, responses of all submittals at no additional cost to the County.

The Engineer shall review and recommend appropriate action on Contractor's submittals, as required by the Contract Documents, including laboratory, shop, and mill test reports of materials and equipment, and advise County as to the results of such reviews. The Engineer shall promptly notify the County of all submittal review comments which comprise a change in contract requirements which could result in a change order to the Contract Documents by issuing RFI/clarification. The Engineer will process submittals within no more than (10) working days to the Construction Manager unless such reviews require additional time for which the Engineer shall advise the County and such time may be extended in writing by the County. Submittals will be processed on email and CADD format whenever possible.

Task 9.7 Substitutions: The Engineer shall review and recommend appropriate action on the Contractor's requests for substitutions submitted under the requirements of General Conditions, and based on supporting data submitted by Contractor; shall advise

the County as to the characteristics to be measured, whether such requests are, in fact, equal products to those specified; conform to the basis of the design; and are consistent with the remaining Contract Documents. All substitutions must be reviewed and recommendations made to the Construction Manager according to Public Contract Code 3500 prior to award or in no more than ten (10) working days of receipt if submitted by exception after award (unless notified by the Engineer that additional time is required and the request may be approved by the County).

Task 9.8 Site Observations: The Engineer shall make visits to the site at least once per week during construction, up to two (2) visits total, to observe and assess the progress and quality of the work; to generally determine if the work is proceeding in accordance with the Contract Documents; and to attend the Progress meeting with the Contractor and Construction Manager. Other consulting engineers shall also make periodic visits to the site as necessary for the performance of the Engineer's obligation under this agreement and as requested by the County. The Engineer will e-mail or fax a written trip report in hard copy and digital format within three (3) working days of the visit to the Construction Manager. The Engineer's (and Consultant's) representative making site visits will be an experienced and qualified design and Construction Administration Professional who has been delegated responsibility to make technical decisions and approvals on site.

On the basis of on-site observations, the Engineer shall endeavor to guard County against defects and deficiencies in the work of the Contractor by providing technical interpretation of the documents to the County's Inspector, and shall notify County in the event a defect is observed. Exhaustive on-site inspections to check the quality or quantity of work is not required.

Task 9.9 Payments: As requested by the Construction Manager, the Engineer shall evaluate and sign requests for payment submitted by the Contractor based on the Engineer's observations at the Project site and review of the contract Documents, and shall advise the County in writing as to the percentage and quality of work completed to date. The Engineer's signing of the certificate of payment shall constitute a representation by the Engineer that the work has progressed to the point indicated, that to the best of the Engineer's knowledge, information, and belief, the work quality is in accordance with the Contract Documents, and that the Contractor is entitled to payment.

Task 9.10 Changes: If Contractor requests a change order or claim and as requested by the Construction Manager, the Engineer shall review and recommend appropriate action on such request and the time and/or price requested. If the Engineer does not agree with the request for change or claim by the Contractor, within five days, the Engineer will immediately prepare findings and recommendations setting forth the facts and providing an analysis upon which the recommendation is made and provide it to the Construction Manager. The Construction Manager will make the final determination.

Upon request of the Construction Manager, the Engineer shall prepare and sign all necessary contract change orders and return them to the Construction Manager within two working days upon receipt or as otherwise agreed to by the County. If such change order is the result of a major change by the County in the scope of the Project, the Engineer shall prepare such modifications, and shall be entitled to compensation as an Additional Service. (A major change in scope is defined as a change that is in excess of ten percent of the budgeted construction contingency.) If such change order does not

result from a change by the County in the scope of the Project or other causes beyond the control of the Engineer, the Engineer shall not be entitled to additional compensation. The County shall approve and issue all change orders.

Task 9.11 Performance Tests: The Engineer and Consultants shall be responsible for managing the performance tests of the Project's mechanical, electrical, and lighting systems tests and will provide analysis of failures and problems plus make recommendations.

Task 9.12 Punch Lists: As requested by the Construction Manager, the Engineer and their Consultants, and where appropriate its subconsultants, shall assist the County in preparing preliminary and final lists of deficiencies (punch lists) at substantial and final completion including updating the punch lists, and confirming completion by the Contractor. Punch List trips and durations will be in addition to the weekly site visits. For substantial completion there will be as a maximum of one final observation trip, and for final completion there will be one final observation trip. Punch list hard copy reports will be provided before leaving the job site, and a final digital copy will be e-mailed or faxed within three working days to the Construction Manager unless otherwise agreed to by the Construction Manager.

Task 9.13 Substantial and Final Completion: The Engineer shall make Substantial and Final on-site observations and report (in hard copy and digital format) on the completed Project and furnish County a written notice that the Project is completed in accordance with drawings and specifications except as noted. The Engineer shall report all observed omissions, unauthorized substitutions, defects or deficiencies in the work not remedied by the Contractor, and shall advise the County within three working days of discovery of the same. The Engineer will sign the certifications of substantial and final completion.

Task 9.14 O&M Manuals: The Engineer shall review for acceptance and forward to County within ten working days of receipt all operation and maintenance manuals and written guarantees/warranties and related comments assembled and submitted by the Contractor in compliance with the project manual.

Prior to Notice of Completion, the Engineer shall assist the County in reviewing the Contractor's close out package consisting of sets of O & M manuals, warranties, certifications, and instructions for electrical, mechanical, and other systems installed on the Project. The Contract Documents shall require the Contractor to assemble, organize, and index material and furnish it in suitable loose-leaf binders, and provide same to the Engineer who shall verify its completeness.

The duties, responsibilities, and limitations of authority of the Engineer as the County's representative during construction as set forth herein shall not be modified or extended without written consent of the County and the Engineer. The Engineer shall keep detailed notes of all conversations with Contractor or any subcontractor or supplier, including telephone conversations, and shall forward hard and electronic copies thereof to the Construction Manager within 3 working days.

During all warranty or guarantee periods, relating to design prepared under this agreement, the Engineer shall, when requested, render advice in order to assist the

County in obtaining necessary compliance by the Contractor with the terms of said guarantees or warranties.

The Engineer shall work with the County's Construction Manager's personnel and abide by the Construction Manager's procedures. The Engineer will provide all documents and reports in hard copy and digital data format as requested using the Internet where possible.

Engineers shall, for the purpose of performing its review obligations herein, employ and engage personnel who are sufficiently qualified to conduct meaningful review of the Shop Drawings, submittals and requests for clarification.

Task 9.15 Record Documents: Engineer shall maintain to the satisfaction of the County, a computer- based system to record, log, control, and manage the processing of all documents such as Submittals, RFI's, changes, claims, schedules, etc.

Any communications between Engineer and Contractor, and any other party acting on behalf of either, shall be in writing, or if not made in writing, memorialized in writing, and copies of same shall be sent by fax and/or e-mailed immediately to Construction Manager. This includes all email transmissions received and sent; an electronic copy will be forwarded to the Construction Manager the same day. The Engineer shall maintain a digital and hard file copy of all e-mails.

Thirty days after final completion of the construction by the contractor, Engineer shall revise the original Construction Documents (Electronically on Microsoft Word and CADD) so as to incorporate therein changes made during construction to produce "record drawings" which will be based on as-built information supplied by the contractor, RFI's and change information posted by the Engineer each month of the project. It is the intent that the Engineer keep said record drawings adequately and accurately to record documented changes as construction progresses. The specifications shall require the Contractor to keep current records of all changes in the work for this purpose on as-built prints which will be submitted to the Engineer to be transferred to reproducible at the end of construction prior to the final completion inspection. After original documents, specifications and CADD files have been so revised, they shall be delivered in electronic and velum format to County. All such documents are County property.

5.8 Letter of Map Amendment/Letter of Map Revision (LOMA/LOMR-F), Option 2:

This phase commences only after the County has provided written authorization to proceed with Option 2, Task 11. Consultant shall perform a field survey, calculation, and exhibits required to attain the Federal Emergency Management Agency's (FEMA) approval of a Base Flood Elevation (BFE). Engineer shall prepare, coordinate, and manage the Letter of Map Amendment/Letter of Map Revision (LOMA/LOMR-F) application to attain FEMA's approval to remove a portion of the property from the Special Flood Hazard Area (SFHA).

5.9 Waste Water Treatment Facility (WWTF) Closure Report, Option 3:

This phase commences only after the County has provided written authorization to proceed with Option 3, Task 10. The Engineer shall prepare a WWTF Closure Plan and Report to the State of California Regional Water Quality Control Board (RWQCB) as a professional Consultant on behalf of the County. Consultant shall prepare a post-decommissioning and pond closure report for the decommissioned

WWTF. The Engineer shall respond and transmit all requests from the RWQCB. Engineer shall provide all professional consulting services during the course of this phase, through final approval of the Report by the County and RWQCB.

6. CONTROL OF CONSTRUCTION COSTS

6.1 Format and Comparing Estimates: All required estimates of construction costs by the Engineer shall be a computerized, detailed take-off by building systems and CSI format.

6.2 Responsibility for Construction Cost: The County requires that the total estimated cost by the Engineer shall not exceed the approved construction budget. The Engineer accepts its responsibility for assisting the County in determining the scope and quality of the Project. Evaluations of the County's Project budget and estimates of costs prepared by the Engineer represent the Engineer's best judgment as a design professional familiar with the construction industry. The Engineer's documents must meet the construction budget and the Engineer must also provide bid alternates in the construction documents as a fail-safe to keep the final construction cost within the budget. If bid day costs exceed the approved budget then Engineer shall redesign the Project to ensure its constructability within the approved construction budget at no additional cost to the County.

6.3 Review of Project to Reduce Potential Cost Prior to Approval of the Investigation/Schematic Design Phase: If the current estimate of the construction cost exceeds the then-current budget, the Engineer shall immediately notify the County. Thereafter, the Engineer shall review the Project to recommend what revisions or steps would reasonably be expected to bring the estimate of construction cost within budget. The Engineer shall thereafter adjust the documents as directed, at no additional cost to the County.

6.4 Value Engineering: The County or its Construction Manager may provide recommendations on value engineering designs. The Engineer's Basic Services shall include value engineering modifications to the design of the Project at no additional expense to the County through the Schematic Design Phase. After the Schematic Design Phase, the Engineer shall be compensated for any value engineering modifications as an Additional Service if directed by the County.

6.5 Scope and Quality Adjustments After Approval of Schematic Design Phase: At any time after County approval of the Schematic Design Documents, and prior to issuance of the Contract Documents for bidding, should any part of the County organization elect to make any major additions to the quality or scope of the Project, the Engineer shall initiate a change notice to the Construction Manager for approval by the County and prepare a revised estimate of the construction cost to reflect the cost of the scope change. Should such revised estimate of the construction cost exceed the budget, the County and Engineer shall review the Project to determine what revisions would reasonably be expected to bring the estimated cost within budget. The Engineer shall thereafter prepare a revised estimate of the construction cost, incorporating the mutually agreed revisions. When approved by County, such revised estimate of construction cost shall become the new County-approved budget. The Engineer shall be compensated for any such necessary revisions to the Contract Documents and cost estimates as an Additional Service, as provided herein, after the Schematic Design Option. Note: As set forth in Section 4, the County may increase the construction budget by five percent at no increase in fee.

6.6 Engineers Obligation to Modify Documents:

6.6.1 If the Bid Phase has not commenced within three months after the Engineer submits the Contract Documents to the County, the County-approved budget shall be adjusted to reflect any

change in the general level of prices according to the Means City Cost Index between the date of submission of the Contract Documents to the County and the date on which proposals are sought.

6.6.2 If the lowest bona fide base bid for the Project received by the County exceeds the final Engineer's estimate of construction cost, the County shall cooperate in revising the Project scope and quality as required to reduce the construction cost, including the acceptance of alternate bids. If the lowest bona fide base bid is in excess of the final Engineer's estimate of basic work and the County so requests, the Engineer shall modify the plans and specifications, without additional cost to the County, to incorporate the County-approved scope and quality revisions, so as to bring the cost of the project to within the limits set forth above of the final estimate of basic work. Providing such service shall be the limit of the Engineer's responsibility arising from the obligation to modify the documents. In the event that the variation between the lowest bona fide bid and the final estimate of construction can be shown to be caused by sudden and unpredictable fluctuations (more than 15%) in economic conditions in the construction market place, as evidenced by analysis of the Means City Cost Index, the Engineer's obligation hereunder shall be adjusted.

6.6.3 The Engineer shall with mutual agreement of Project Manager be permitted to include contingencies for design during the Design Options (see Definitions Section 4) to provide for price escalation, to determine what materials, equipment, component systems, types of construction to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project within the program and to include in the Contract Documents alternate bids to adjust the bid cost to maintain the County-approved construction budget.

7. THE COUNTY'S RESPONSIBILITIES:

The County shall provide the following services and materials to the Engineer, and the Engineer may rely on the accuracy thereof if reasonable to do so.

7.1 Site Information: The County shall provide the Engineer with available plans, and any technical information that is currently available and relevant to this Project needed by the Engineer to perform his services.

7.2 Testing: The County, upon request and without cost to the Engineer, shall furnish such tests which are necessary to reveal conditions of sites and structures, including geological and geohazard tests and evaluations, which are required by Engineer for the proper development of the Project.

7.3 Amendment to the Budget: The County shall establish the construction budget, which is subject to amendment by the County, based on information provided by the Engineer or other Consultants retained by the County.

7.4 Bid Documents: The County shall provide to the Engineer the bidding requirements, Division I, and General Conditions.

8. ADDITIONAL AND OPTIONAL SERVICES

8.1 Written Amendment: If the Engineer is requested to provide additional services at any stage of the project development, County shall issue a written amendment to the contract.

8.2 Additional Compensation: The Engineer shall receive additional compensation for the following additional services:

8.2.1 County-directed revisions of previously approved drawings and/or specifications after the Schematic Design Phase (except as otherwise specified herein) which incur cost to the Engineer as the result of action by the County which are not otherwise the Engineer's responsibility pursuant to this agreement.

8.2.2 Providing any services in connection with repair of damage to the work when so directed by County.

8.2.3 Additional services caused by substantial and material defects, deficiencies, default, delinquency, insolvency or failure of the Contractor, when so directed by County.

8.2.4 Providing services in connection with an arbitration proceeding; or legal proceeding except where the Engineer is party thereto and except as otherwise required of the Engineer herein occurring after completion of construction.

8.2.5 Providing any other services not otherwise included in this agreement or not customarily furnished in accordance with generally accepted Engineering practice.

APPENDIX B
MASTER SCHEDULE

<u>Action</u>	<u>Due</u>
Board of Supervisors award of Engineering Contract	4/1/2014
Notice to Proceed	4/2/2014
Phase I: Background Site Investigations and Evaluation	
Task 1: Site Survey, Boundary Map, Lot Line Adjustment, Parcel Map	5/14/2014
Task 1: Record Parcel Information for Fee Simple Ownership	5/14/2014
Task 2: Utility Map	5/2/2014
Task 3: Condition Assessment	5/9/2014
Task 4: Preliminary Waste Water Treatment Facility (WWTF) Plan	5/14/2014
Task 5: Permits and Conditions	5/14/2014
Task 6: Schedule	5/14/2014
Task 7: Preliminary Engineering Report/Master Plan	5/14/2014
Task 8: Preliminary Plans, Specifications and Cost Estimate	5/14/2014
Option 2, Task 11: (LOMA/LOMR-F)	5/14/2014
Board of Supervisors approval of Intent to Surplus and Accept Bids	5/20/2014
Phase II: Purchaser Options and Coordination	
Project Manager Accepts Oral Bids for Site	6/24/2014
Consultant Coordination with RWQCB for Initial Investigations	6/25/2014
Task 4: Final Waste Water Treatment Facility (WWTF) Plan	7/11/2014
Task 7: Final Engineering Report/Master Plan	7/11/2014
Task 8: Final Plans, Specifications and Cost Estimate	7/11/2014
Project Manager Recommendation to Accept Property Sale Agreement	7/15/2014

Phase III: Demolition, Site Remediation and Clearance Activities

Task 9: Construction Administration Commences	7/15/2014
Coordination with RWQCB for Final Reuse/Decommissioning Selection	7/15/2014
Commence Demolition Activities Selected by County	7/21/2014
Final Completion Demolition	8/29/2014
Commence Sludge Removal	7/21/2014
Final Completion Sludge Removal	9/19/2014
Complete all Decommissioning Construction Activities	11/14/2014

Phase IV: Decommissioning Activities

Option 3, Task 10: WWTF Closure Report Due to County	4/1/2015
Option 3, Task 10: WWTF Closure Report Approved by RWQCB	6/1/2015

* County can modify at its sole discretion

APPENDIX C
SCHEDULE OF VALUES

Phase I: Background Site Investigations and Evaluation

Base Design: Tasks 1, 2, 3, 4, 5, 6, 7 & 8	\$72,286
Option 1: Tasks 1, 2, 3, 4, 5, 6, 7 & 8	Included in Option 2
Option 2-Task 11	\$11,000
Phase I Subtotal	\$83,286

Phase II: Purchaser Options and Coordination

Base Design-Tasks 4, 7 & 8	\$29,110
Option 1-Tasks 4, 7 & 8	\$20,140
Phase II Subtotal	\$49,250

Phase III: Demolition, Site Remediation and Clearance Activities

Base Design-Task 9	\$11,100
Option 1-Task 9	Included in Option 2
Phase III Subtotal	\$11,100

Phase IV: Decommissioning Activities

Option 3-Task 10	\$27,640
Phase IV Subtotal	\$27,640

Total Compensation for all Options and Phases **\$171,276**

APPENDIX D

BLACKWATER
CONSULTING ENGINEERS, INC.

2013-2014 Hourly Fee Schedule

	Hourly Rate
ENGINEERING:	
PRINCIPAL / PROJECT MANAGER	\$160.00
SENIOR ENGINEER	\$140.00
ASSISTANT ENGINEER	\$115.00
EIT ENGINEER	\$85.00
TECHNICAL STAFF	
SENIOR CAD TECHNICIAN	\$85.00
CAD TECHNICIAN	\$65.00
FIELD SERVICES:	
CONSTRUCTION INSPECTOR	\$95.00
CONSTRUCTION MANAGER	\$140.00
ADMINISTRATION:	
OFFICE / CLERICAL	\$65.00
EXPERT WITNESS:	\$160.00
DIRECT COSTS:	COST PLUS 10 PERCENT
SUBCONSULTANTS:	COST PLUS 10 PERCENT
MILEAGE:	IRS RATE

The above rate schedule is effective January 1, 2013 and is subject to adjustment January 1, 2015.

R.B.WELTY & ASSOCIATES, INC.
Structural Engineers, Civil Engineers & Land Surveyors
521 13th Street
Modesto, CA 95354
209-526-1515
Fax 209-523-3383

2013 HOURLY RATE SCHEDULE

<u>CIVIL ENGINEERING DEPARTMENT</u>	<u>HOURLY RATE</u>
Administrative Assistant	\$50.00
Civil Designer/Drafter 2	\$60.00
Civil Designer/Drafter 1	\$70.00
Drafter/Designer	\$80.00
Associate Civil Engineer 1	\$90.00
Civil Engineer 2	\$100.00
Civil Engineer 1	\$110.00
Civil Engineering Manager	\$120.00
 <u>STRUCTURAL ENGINEERING DEPARTMENT</u>	
Administrative Assistant	\$50.00
Structural Designer/Drafter 2	\$75.00
Structural Designer/Drafter 1	\$85.00
Associate Structural Engineer 2	\$90.00
Associate Structural Engineer 1	\$100.00
Structural Engineer 2	\$110.00
Structural Engineer 1	\$120.00
Structural Engineering Manager	\$130.00
Principal Engineer 1	\$150.00
 <u>SURVEY DEPARTMENT</u>	
Administrative Assistant	\$50.00
Survey Technician 2	\$60.00
Survey Technician 1	\$70.00
Survey Party Chief	\$80.00
Land Surveyor	\$110.00
2-Man Survey Crew	\$140-150.00