

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

DEPT: Public Works

BOARD AGENDA # *C-2

Urgent

Routine

AGENDA DATE April 29, 2014

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to MVE Engineering, Inc., Modesto, California for the Highway Safety Improvement Program/High Risk Rural Roads Program (HSIP/HR3) Cycle 5 Projects in Stanislaus County, Federal Project Number: West Main Street/HRRRL-5938(211), River Road/HRRRL-5938(212), and Lake Road/HRRRL-5938(213)

STAFF RECOMMENDATIONS:

1. Award a contract for Engineering Services to MVE Engineering, Inc., Modesto, California in the amount of \$414,105 for the HSIP/HR3 Cycle 5 Projects.
2. Authorize the Director of Public Works to execute a contract with MVE Engineering, Inc. in the amount of \$414,105 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$528,335 is needed to fund the contract for all-inclusive design engineering services (\$414,105 base, \$66,200 in optional tasks and a contingency not to exceed 10%, \$48,030). The contingency is to be used for any amendments to the agreement per discretion of the Director of Public Works.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-196

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith
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.

Approval to Award a Contract for All-Inclusive Engineering Services to MVE Engineering, Inc., Modesto, California for the Highway Safety Improvement Program/High Risk Rural Roads Program (HSIP/HR3) Cycle 5 Projects in Stanislaus County, Federal Project Number: West Main/HRRRL-5938(211), River Road/HRRRL-5938(212), and Lake Road/HRRRL-5938(213)

FISCAL IMPACT (CONTINUED):

The contract is Federally funded from the HSIP/HR3 Program in the amount of \$252,000 and the remaining balance of \$276,335 will be funded by the Public Works Road's Budget. These funds are available in the current fiscal year's Road Projects budget.

DISCUSSION:

In 2012, Caltrans released a "Call for Projects" for the Cycle 5 HSIP/HR3 program (Highway Safety Improvement Program/High Risk Rural Roads). The Department of Public Works prepared three applications for locations that had a history of collisions within Stanislaus County. In October 2012, the County was awarded three grants, one each for West Main Street, River Road, and Lake Road. These grants are funded totaling \$252,000 for the environmental and design phase of the projects, and the remaining balance will be matched with local funds. The preliminary engineering of the three projects were combined for the purpose of project efficiency.

The HSIP/HR3 Cycle 5 Projects include highway safety improvements on three County roadways: West Main Street, River Road, and Lake Road. The scope of services will apply to all three projects independently. Each project will be concurrently engineered and administered independently of each other. This contract will include the scope of services for all three projects.

- **West Main Street** is a two-lane major collector and future Class C Expressway that connects the east and west side of Stanislaus County. The road project segment on West Main Street is approximately from the San Joaquin River to 0.8 miles west of Carpenter Road. Improvements include the widening of paved shoulders and installing rumble strips with new striping on both the centerline and edge lines.
- **River Road** is a two-lane major collector that connects San Joaquin County to State Highway 120 near the City of Oakdale. The road project segment on River Road is approximately from Sawyer Avenue east to Cleveland Avenue. The improvements identified are to widen the paved shoulders, and to adjust the radius and/or super elevation of the roadway.
- **Lake Road** is a two-lane major collector that connects the community of Hickman to the community of La Grange and provides access to Turlock Lake. The road project segment on Lake Road is approximately from Lampley Road to Denton Road. The improvements include widening paved shoulders and installing rumble strips with new striping on the centerline and edge lines.

The scope of design services includes:

- Project management services;
- Geotechnical investigation;
- Field surveys & base mapping;
- Preliminary engineering;
- Public outreach;
- Environmental Documentation;

Approval to Award a Contract for All-Inclusive Engineering Services to MVE Engineering, Inc., Modesto, California for the Highway Safety Improvement Program/High Risk Rural Roads Program (HSIP/HR3) Cycle 5 Projects in Stanislaus County, Federal Project Number: West Main Street HRRRL-5938(211), River Road/HRRRL-5938(212), and Lake Road/HRRRL-5938(213)

- Environmental Documentation;
- Plans, Specifications & Estimates (PS&E);
- Right of way services;
- Bidding and construction support services.

On January 17, 2014, three proposals were submitted for review by various consulting firms. Public Works staff reviewed the proposals and selected MVE Engineering, Inc., Modesto, California as the most qualified consultant based on the results of the following evaluation criteria:

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

All proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal. Below is a list of consultants that submitted proposals:

- Dokken Engineering
- MVE Engineering
- BKF Engineers

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by providing the Public Works Department with all-inclusive design engineering services to assist with the development and delivery of a significant transportation project in Stanislaus County.

STAFFING IMPACT:

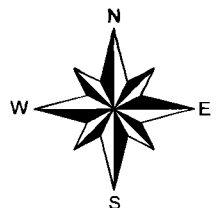
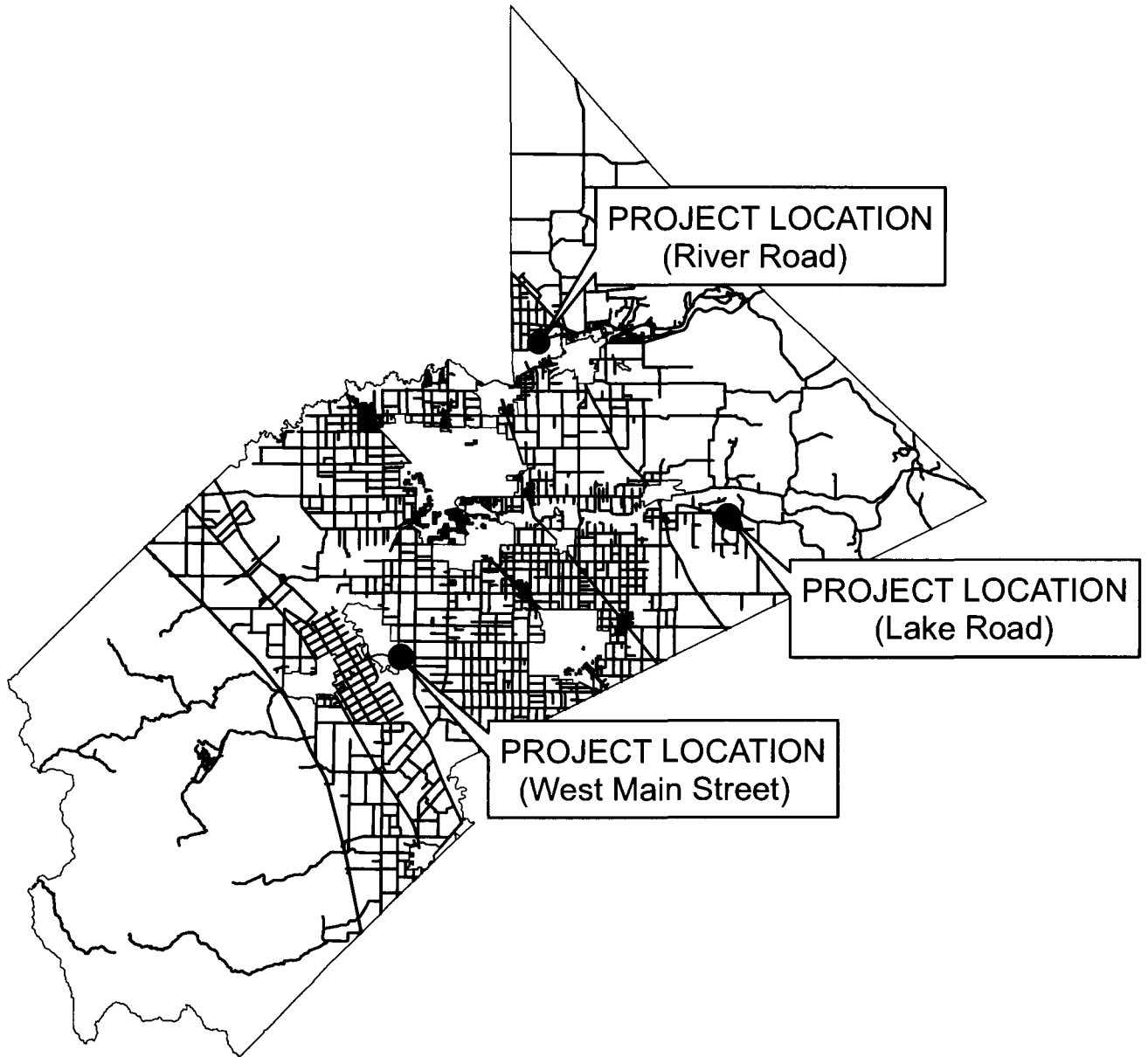
There are no staffing impacts associated with this item

CONTACT PERSON:

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

HSIP CYCLE 5 VICINITY MAP

STANISLAUS COUNTY, CA



STANISLAUS COUNTY
Addendum to Professional Design Services Agreement

Consultant: MVE Inc.
Project: HSIP/HR3 Cycle 5 Projects
Contract No. 9459
Federal Aid No. HRRRL-5938(211); HRRRL-5938(212); HRRRL-5938(213)
Award Date & Board Resolution No. 2014-196, April 29, 2014

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

1. CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

Exhibit 10-F – (attachment)

2. CONFIDENTIALITY OF DATA

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

3. CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

4. CONSULTANT'S ENDORSEMENT OF PS&E/OTHER DATA:

- A. The CONSULTANT/engineer shall sign all Plans, Specifications and Estimates (PS&E) and engineering data furnished under the contract including registration number.

5. COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

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

6. COST PROPOSAL

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

7. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

8. FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

Exhibit 17-F – (attachment)

9. EQUIPMENT PURCHASE

- A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

10. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only, if sufficient funds are made available to the COUNTY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. The COUNTY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

11. INSPECTION OF WORK

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

12. NONDISCRIMINATION

- A. During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:
- B. Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter “FHWA”) Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- C. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color or national origin, sex, age, and disability/handicap and low income in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- D. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the

grounds of race, color, or national origin, sex, age, and disability/handicap and low income.

- E. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the COUNTY or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the COUNTY, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- F. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- G. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- H. Cancellation, termination or suspension of the contract, in whole or in part.
- I. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

13. PERFORMANCE PERIOD

- A. This agreement shall go into effect on **April 20, 2014**, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on **November 11, 2016**, unless extended by agreement amendment.

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

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

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
- B. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

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

16. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

17. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

18. SALARY ESCALATION

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

19. STATE PREVAILING WAGE RATES

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

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

20. SUBCONSULTANT DBE PARTICIPATION

Exhibit 10-J – (attachment)

21. SUBCONTRACTING


- A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY.

(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF STANISLAUS

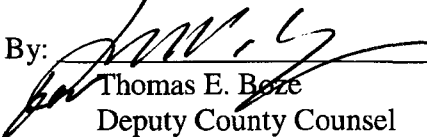
MVE, INC.

By: 
Matt Machado, Director
Department of Public Works

By:  04/10/14
Kirk DeLaMare
President & CEO

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Beze
Deputy County Counsel

ATTACHMENTS

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the Senior Vice President, and duly authorized representative of the firm of MVE, Inc., whose address is 1117 L Street, Modesto, CA 95354, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

03/26/2014
(Date)


(Signature)

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION**1. Subconsultants**

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

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

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

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
(Local agency to include either B, C, or D below; delete the other two.)
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

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

5. DBE Records

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

6. DBE Certification and Decertification Status

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

Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

ADA Notice
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT \$				TOTAL	\$	\$	
DBE							
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
 (submitted with the Report of Expenditure

Copy- District Local Assistance Engineer

Copy- Local Agency file

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
 CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the “final payment” to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

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

WHEREAS, County, by its Resolution No. 2014-196 adopted on the 29th day of April, 2014, awarded to Consultant the following Contract:

HSIP/HR3 CYCLE 5 PROJECTS
Contract No. 9459
West Main Street – Federal Aid #HRRRL-5938(211)
River Road – Federal Aid #HRRRL-5938(212)
Lake Road – Federal Aid #HRRRL-5938(213)

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational

health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed **Four Hundred Fourteen Thousand One Hundred Five Dollars (\$414,105)**. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly

rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are

governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to

the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company

provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

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

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

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

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage,

expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

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

7.0 GENERAL PROVISIONS

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

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

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

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

- a. Project Manager: Odle Towe
- b. Lead/Manager: n/a

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

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

If to County:

Stanislaus County Public Works
Attn: Judy Lindsay, Sr. Engineering Tech
1716 Morgan Road
Modesto, CA 95358

If to Consultant:

MVE Inc.
Attn: Odle Towe, Sr. Project Manager
1117 L Street
Modesto, CA 95354

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

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

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

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

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not

disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless such disclosure is required by law.

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

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

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

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

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

incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

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

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

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

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

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

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

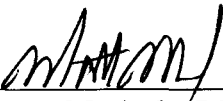
7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

COUNTY OF STANISLAUS

MVE INC.

By: 
Matt Machado, Director
Department of Public Works

By:  04/10/14
Kirk DeLaMare
President & CEO

APPROVED AS TO FORM:

John P. Doering
County Counsel

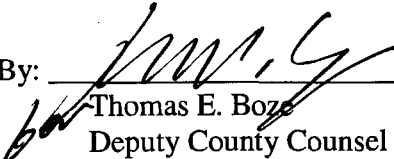
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL

**STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS FOR HSIP / HR3 CYCLE 5 PROJECTS
ALL-INCLUSIVE ENGINEERING SERVICES**

Federal Project No.(s): HRRRL-5938(211) HRRRL-5938(212) AND HRRRL-5938(213)

Invitation Date: December 9, 2013
Questions Deadline: 5:00 PM, January 8, 2014
Last Addendum: 5:00 PM, January 10, 2014
Proposal Due Date: 5:00 PM, January 17, 2014

Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for all-inclusive engineering service for three HSIP / HR3 Cycle 5 projects located in Stanislaus County.

SUMMARY FOR PROJECT AND REQUESTED SERVICES

The HSIP / HR3 Cycle 5 Projects consist of highway safety improvements on various County roadways. This Request for Proposal includes three separate projects: 1) West Main Street, 2) River Road, and 3) Lake Road. The scope of services defined in this Request for Proposals shall apply to all three projects independently. Each project shall be concurrently engineered and administered independently of each other. This contract shall include the scope of services for all three projects.

PROJECT DESCRIPTION

West Main Street (See Attachment 10) is a 2-lane major collector that connects the east and west side of Stanislaus County. West Main is the most central of four bridges that traverse the San Joaquin River within the county. The project road segment on West Main Street is from the San Joaquin River to approximately 0.8 miles west of Carpenter Road. The improvements include the widening of paved shoulders and installing rumble strips with new striping on both the centerline and edge lines.

River Road (See Attachment 10) is a 2-lane major collector that connects San Joaquin County to State Highway 120 near the City of Oakdale. The road project segment on River Road is from Sawyer Avenue east to Cleveland Avenue. The improvements identified are to widen the paved shoulders, and to adjust the radius and/or superelevation of the roadway.

Lake Road (See Attachment 10) is a 2-lane major collector that connects the community of Hickman to the community of La Grange and provides access to Turlock Lake. The road project

segment on Lake Road is from Lampley Road to Denton Road. The improvements include widening paved shoulders and installing rumble strips with new striping on the centerline and edge lines.

The following is the estimated schedule:

Consultant Selection:	December 13, -January 2014
Preliminary Design:	February 2014-January 2015
Plans and Specifications:	June 2014 – April 2015
Environmental:	February 2014 – November 2014
Right of Way:	July 2014 – July 2015
Utility Coordination:	February 2014 – March 2015
Project Approval and Bidding:	December 2015 – June 2016

SCOPE OF SERVICES

The selected Consultant will thoroughly review all available project information. This RFP may not identify all necessary tasks. The Consultant must be knowledgeable and experienced in the substantive and procedural requirements for applicable environmental and project permitting. Elements of the All-Inclusive Consulting Services for the Project include, but are not limited, to the following:

PROJECT MANAGEMENT: The scope of comprehensive project management includes, but is not limited to, project management, quality assurance and control and efficiently managing schedules of any sub-consultants involved in the Project. Ultimately, the Consultant will be responsible for completing all Project tasks in a timely fashion and diligently follow the anticipated schedule set forth for this Project. On a monthly basis, the Consultant shall provide letter-type progress reports to brief the County on the project progress and, as necessary, hold Project Development Team (PDT) meetings. For the purposes of estimating project fees, assume a total of 6 meetings. Project schedule will be strictly enforced. Consultant must notify County of any issues that cause schedule delays. *All tasks shall be administered per HSIP/HR3 project number.*

PUBLIC OUTREACH: Perform necessary public outreach, including community education on the importance of the Project, and the current condition of the existing project location. Communications must reach every potentially impacted property owner and resident. The scope of public outreach services includes:

- Prepare communications and community outreach plans. Provide these to the County as deliverables.
- Develop stakeholder database of property owners, utilities, contacts, etc. The notifications shall be made through a public newspaper that is relevant to project location,

and direct mail. The Consultant will be responsible for keeping track of all comments received in connection to this project.

- If necessary, schedule and conduct public information meetings. The Consultant will provide all essential materials necessary for a public meeting. After every meeting the Consultant will provide to the County a detailed meeting summary report and meeting minutes.
- If the Consultant determines that additional public outreach tasks are vital to a successful delivery of this project, these additional tasks shall be listed separately as optional services.

GEOTECHNICAL INVESTIGATION: Provide a geotechnical report for the project sites as required for the completion of design, construction documents, and permit applications. At a minimum, the geotechnical report shall include soil data, R-values, and as necessary, recommendations for pavement structural sections.

SURVEY

Horizontal control: Zone III, California Coordinate System of North American Datum 1983 (NAD83).

Vertical Control: North American Vertical datum of 1988 (NAVD88). The Consultant shall coordinate with County surveyor to determine the primary vertical datum.

Perform a Topographic and Property Boundary Survey as needed. For these activities the Consultant will work in close coordination with the County. All Surveying and Mapping shall comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. If necessary, the design shall include any legal descriptions and plats for temporary construction easements (TCE) necessary for construction staging areas, disposal areas for excess soil generated by project construction. The Consultant will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum the Consultant will verify property lines at those locations where any portion of the project infringes upon the required setback limits, work areas, storage and staging areas. Consultant should plan on filing a deed for any new right of way acquired and may need to file a record of survey.

ENVIRONMENTAL

The first task shall be to identify the level of environmental document required for this project.

For each of the three projects, Consultant shall complete all aspects of environmental review as required under NEPA and CEQA. Consultant shall pro-actively coordinate environmental review in consultation with the County's Project Manager. Consultant will be expected to provide the County with active leadership in environmental review and permit decision-making, and in the identification of opportunities to simplify environmental processing, minimize cost and minimize time delays.

Consultant shall support Caltrans in making its NEPA determination by preparing the Preliminary Environmental Study (PES) form, and the technical studies identified in the approved PES to Caltrans' satisfaction. Consultant shall coordinate with Caltrans' environmental staff as required to facilitate Caltrans review and approval of the technical studies. NEPA technical studies shall be prepared in accordance with the latest version of the Caltrans Standard Environmental Reference (SER).

Consultant shall complete all required aspects of the CEQA review process on behalf of the County as Lead Agency, including, if required, preparation of draft environmental documents, conduct of the public review process, preparation of responses to comments, preparation of final documents, and filing of required notices. All CEQA work shall conform to the latest version of the State CEQA Guidelines.

Consultant shall obtain any permits required to comply with applicable federal, state and local environmental laws and regulations. Consultant shall coordinate with environmental permitting agencies to identify and resolve potential environmental issues as early in the permitting process as feasible.

PROJECT DESIGN

The Consultant shall provide comprehensive civil engineering services and perform roadway design in accordance to the latest version of the Caltrans Highway Design Manual and County design standards and prepare design plans for construction.

UTILITY DESIGN AND COORDINATION

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

RIGHT OF WAY SERVICES

Preliminary Title Reports: The fees for any reimbursable Preliminary Title Reports will be paid by the County. The Consultant shall tabulate the anticipated number of Preliminary Title

Reports (and any associated fees) required for the project. This information shall be attached with the Fee Proposal and submitted inside the sealed envelope.

Right of Entry: If necessary, the Consultant shall secure Rights of Entry agreements with all affected property owners.

Consultant shall be responsible for identifying any private right of way that may be affected by the Project, including temporary construction easements. Consultant shall coordinate with property owners and County to acquire any required right of way in a timely fashion. Consultant shall plan right of way acquisition so that all right of way acquisitions are complete by the time final plans and bid documents are delivered to the County. At that time, the Consultant shall prepare and obtain a Right of Way Certification per Caltrans guidelines and deliver it to the County.

Consultant shall be responsible for appraisal, appraisal review, acquisition/negotiation, and if necessary, relocation assistance. The County is seeking consultants who are able to perform and coordinate all of these tasks.

Right of way services shall be all inclusive. This means that it will be the Consultant's responsibilities to negotiate with any property owners and to keep records (minutes) of those negotiations.

PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Plans: The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be prepared using AutoCAD Civil 3D format in a version acceptable to the County. Standard Caltrans abbreviations shall be strictly used throughout. The sheet size shall be 24" x 36" with County provided borders. All sheets shall be uniform size as specified on the County Design Criteria. The sheet format shall conform to the County CAD Standards. This includes all CAD drafting standards such as pen widths, line weights, linetypes and plot styles. The plans shall be in a format to allow construction staking directly from the plans.

- **First submittal:** The PS&E shall be 30% complete, including utility relocation issues, right of way impacts, hydraulic impacts, structural calculations, proposed mitigation and outline of potential conflicts. In addition, a construction cost estimate shall be submitted. Submit five copies of each to the County for review, one of which will be returned to the Consultant with any necessary revision notes.
- **Second submittal:** PS&E shall be 60% complete, including utilities relocation, and incorporate all revisions or indicate items previously commented upon or requested by County. Submit five copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's second returned submittal. At this time it is

anticipated that utility relocation requirements will be formally sent to the County and to the appropriate utility companies and that formal property owner access/easements negotiations will commence. Plans at 60% should be of sufficient level to start right-of-way acquisition after environmental determination is achieved.

- **Third submittal:** PS&E shall be 90% complete and incorporate all revisions or indicate items previously commented upon or requested by County. Submit five copies of each to County for review and final revisions. Any further County revisions will be returned to the Consultant within two weeks. Correspondingly, the Consultant is required to revise or justify any necessary specific plan changes within two weeks from receipt of the County's third returned submittal.
- **Fourth submittal:** PS&E shall be 100% complete. Plan submittal and specifications must also be provided in a digital format. Plans shall be produced in a format readable by AutoCAD Civil 3D 2010.

Specifications: Consultant shall prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the projects. Three hard copies and one electronic copy on a CD of Special Provisions shall be delivered to the County after 100% plans are ready and signed by the engineer.

Estimate: Project estimates prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible. For each project, three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimates shall be delivered to the County after 100% plans are signed by the engineer. Note the County will use engineer's estimate to prepare bid quantities that will be released to public during project advertisement for construction.

BIDDING AND CONSTRUCTION SUPPORT

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

As part of the proposal, Consultant shall include services for limited engineering construction support. These services include responding to all Requests for Information (RFI), altering project to address any design flaws or inconsistencies, attendance of the pre-construction meeting, review of demolition plans, review of false work and shop drawings, consultation for the construction contractor.

AS Built Plans: The Consultant will modify final mylar plans to show final location and layout of all mechanical; electrical and instrumentation equipment: piping and conduits; structures and other facilities. As-built record drawings shall reflect change orders, accommodations, and adjustments to all improvements constructed. Final updated mylar as-built plans must be delivered to the County in a timely manner once the construction is complete.

PROPOSAL REQUIREMENTS

- In its proposal to the County for doing all-inclusive (turn-key) consulting work for the Project, the Consultant will provide County with an outline of all tasks necessary to provide County with a project design that is ready to list for construction.
- **Detailed Scope of Services:** A detailed scope of services may be attached as appendix at the end of proposal. Detail Scope of Services shall not show any fees. The proposal should contain a detailed scope of work that demonstrates the requisite knowledge and experience and addresses anticipated requirements. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products.
- The proposal shall not exceed 20 single-sided pages (10 double-sided pages), including a cover letter, but not including resumes, no more than one page per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Principal in charge, etc...). Any attachments or appendixes, such as Detail Scope of Services, will not be counted as part of the page proposal limit. A digital copy of proposal, in PDF format, shall be included with the original proposal.
- The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in environmental process, project design and the availability and commitment of the firm and its team. Elaborate or glossy proposals are neither expected nor desired.
- The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects.
- **Schedule:** The Consultant will include a master project time schedule that encompasses all aspects of the Project. The Consultant will also provide sub-schedules for every major project task, including but not limited to, environmental, right of way, traffic, etc. The Consultant will be responsible for efficiently managing schedules of any sub-consultants involved in the Project.
- In terms of environmental work, the Consultant is to submit a proposal based on the level of NEPA environmental assessment anticipated to be required by Caltrans environmental review for each of the projects. Consultant shall also identify the anticipated level of CEQA review needed for the three projects and the scope of work needed to complete the CEQA process. For the purposes of this proposal, the Consultant is to make reasonable assumption as to the level of environmental assessment and provide an explanation of their choice regarding the level of anticipated environmental assessment.

Consultant's proposal shall identify and explain any applicable environmental permit requirements and describe the scope of work required to obtain each permit.

- The Consultant must include in their proposal a preliminary engineering construction cost estimates for budgeting purposes for all anticipated proposed construction alternatives.
- As relevant studies are developed for this project, it is possible that discoveries might be made that would require the Consultant to perform additional work for this project. Therefore, with this proposal, the consultant is to include a list and description of any additional optional tasks that might be applicable to the project. Pricing for these additional tasks is to be tabulated separately in the fee proposal as optional tasks.
- In regards to any applicable permits for this project, the Consultant is to tabulate pricing separately for each permit in the fee proposal.

DBE REQUIREMENTS

- The agency has established a DBE goal for each project for this contract as follows:

HRRRL-5938(211) West Main Street:	11.60%.
HRRRL-5938(212) River Road:	11.60%
HRRRL-5938(213) Lake Road:	14.20%
- Use attachment(s) 3, 4, and 5.

SELECTION PROCEDURE

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

- Received and evaluate the proposal and develop a short list.
- Check consultants DBE participation.
- If necessary, select and notify Consultants to be interviewed.
- Develop final ranking of Consultants.
- Notify Consultants of the results.
- Conduct project scoping meeting with top ranked Consultant.
- Negotiate Contract with top ranked Consultant. If an agreement on the scope and services and compensation cannot be reached, negotiations with the top ranked Consultant will be closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.

- The selection process will follow Public Works' procedures for consultant selection, which generally follow Caltrans procedures. Consultants are chosen based on qualifications and the quality of the proposal as shown in the attached "**Attachment 7 – Suggested Evaluation Sheet**".
- The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified, based on their proposal, and **may** be subject to an interview.

PROPOSAL SUBMITTAL

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

If you wish to be considered for this project, submit three (3) hard copies of your proposal to this office by the due date indicated on first page of this RFP. Additionally, one electronic copy (in PDF format, not including contents inside sealed Fee Envelope) of your proposal must be submitted to the County on a USB drive, CD, or DVD.

Address your submittals to:

Judy Lindsay
Stanislaus County Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Include with the proposal, in a **SEPARATE, SEALED ENVELOPE**, your fee proposal (in the appropriate format). The fee proposal must separate the projects into functional tasks (Project Management, Environmental/Permits, Civil, Traffic/Electrical, Right of Way/Public Relations, etc.), and provide the associated fees (not to exceed amount) that define the work to be accomplished. The fee proposal shall include hourly rates for staff and unit prices for various tasks for this project. Sub-consultant fees must be clearly indicated (if applicable). Also, if required, include in the sealed envelope estimated costs for Preliminary Title Reports. A sample fee proposal is attached for reference.

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

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

must be submitted **in writing**. **PLEASE NOTE:** Due to the Holiday Closure Stanislaus County Public Works will be closed on the following dates; December 23-27, 2013 and January 1, 2014. Questions shall be submitted to project manager Judy Lindsay, at Lindsayj@stancounty.com or fax to (209) 541-2509. All questions must be received no later than the time and date stated on the first page of this request for proposals. Addendums, if necessary, will be posted on the Modesto Reprographics website.

ATTACHMENTS

- 1. Sample Fee Proposal**
- 2. Exhibit 10-I-Notice to Proposers DBE Information**
- 3. Exhibit 10-J-Standard Agreement for Sub-Consultants/DBE Participation**
- 4. Exhibit 10-O1-Local Agency Consultant DBE commitment – Required to be submitted with proposal**
- 5. Exhibit 10-O2-Local Agency Consultant DBE Information – Required to be submitted with proposal**
- 6. Sample Design Services Agreement and Addendum**
- 7. Suggested Evaluation Sheet**
- 8. Exhibit 10-K**
- 9. Exhibit 10-F**
- 10. Project Maps**

Attachment -1

Sample Fee Proposal

ATTACHMENT - 1: Sample Fee Proposal

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

Total cost for listed resources in \$

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

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

Attachment -2

Exhibit 10-I

**Notice to Proposers
DBE Information**

NOTICE TO EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

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

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

- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
 2. Click on Search for a DBE Firm link;
 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Attachment -3

Exhibit 10-J

**Standard Contract Provisions for
Subconsultant/DBE Participation**

EXHIBIT 10-J STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

1. Subconsultants

- A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.
- C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.
- D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.
- D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

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

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing,

managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subconsultants

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

(Local agency to include either B, C, or D below; delete the other two.)

- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.
- C. No retainage will be held by the Agency from progress payments due the prime Consultant. Any retainage held by the prime Consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime Consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime

Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

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

5. DBE Records

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

6. DBE Certification and Decertification Status

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

Attachment -4

Exhibit 10-O1

Consultant Proposal DBE Commitment

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

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

Distribution: (1) Original – Consultant submits to local agency with proposal
(2) Copy – Local Agency files

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section**

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Attachment -5

Exhibit 10-O2

Consultant Contract DBE Information

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

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

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

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION**Consultant Section***The Consultant shall:*

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

Local Agency Section:*The Local Agency representative shall:*

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

Caltrans Section:*Caltrans District Local Assistance Engineer (DLAE) shall:*

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

Attachment -6

Sample Agreement & Addendum

SAMPLE AGREEMENT PROJECTS UNDER \$500,000

STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

SAMPLE AGREEMENT PROJECTS UNDER \$500,000

1.5. Non-Discrimination. During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____.
Consultant will be compensated on a time and materials basis, based on the hours worked by the

SAMPLE AGREEMENT PROJECTS UNDER \$500,000

Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.0 TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project

SAMPLE AGREEMENT PROJECTS UNDER \$500,000

Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

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5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has regarding:

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- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to

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comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason

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of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

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

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

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

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

7.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

If to County:
[Insert Contact & Address]

If to Consultant:
[Insert Contact & Address]

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all

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costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

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

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

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

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

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

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

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

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

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

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Agreement.

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

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

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

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

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

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

(SIGNATURES ON THE NEXT PAGE)

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

COUNTY OF STANISLAUS

[Insert Name]

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: _____

**SAMPLE AGREEMENT
PROJECTS UNDER \$500,000**

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

**SAMPLE AGREEMENT
PROJECTS UNDER \$500,000**

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

**SAMPLE AGREEMENT
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EXHIBIT C

CONSULTANTS FEE SCHEDULE

**SAMPLE AGREEMENT
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EXHIBIT D

PROJECT SCHEDULE

SAMPLE ADDENDUM

STANISLAUS COUNTY Addendum to Professional Design Services Agreement

Consultant:

Project:

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

1. CONFIDENTIALITY OF DATA

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

2. CONFLICT OF INTEREST

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

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interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

3. COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

4. COST PROPOSAL

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

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

5. DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

6. EQUIPMENT PURCHASE

- A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a

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

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

7. FUNDING REQUIREMENTS

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

8. INSPECTION OF WORK

The CONSULTANT and any subcontractor shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the

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performance period of this contract including review and inspection on a daily basis.

9. NONDISCRIMINATION

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

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appropriate, and shall set forth what efforts it has made to obtain the information.

- F. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the COUNTY shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
- G. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- H. Cancellation, termination or suspension of the contract, in whole or in part.
- I. Incorporation of Provisions: The contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the COUNTY or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that , in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the COUNTY to enter into such litigation to protect the interests of the COUNTY, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

10. PERFORMANCE PERIOD

- A. This agreement shall go into effect on _____, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on _____, unless extended by agreement amendment.
- B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

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

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

SAMPLE ADDENDUM

- B. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- C. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

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

SAMPLE ADDENDUM

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

14. RETENTION OF RECORDS/AUDIT

A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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

15. SALARY ESCALATION

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

16. STATE PREVAILING WAGE RATES

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

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

SAMPLE ADDENDUM

17. SUBCONTRACTING

- A. The CONSULTANT shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY.

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

COUNTY OF STANISLAUS

[INSERT COMPANY NAME]

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____

By: _____
Thomas E. Boze
Deputy County Counsel

(END OF ADDENDUM)

Attachment -7

Exhibit 10-B

Sample Consultant Evaluation Sheet

Attachment-7

SAMPLE EVALUATION SHEET			
CRITERIA	SCORE	WEIGHTED	TOTAL
	0-5	FACTOR	
Understanding of the Work to be Performed	1-5	X 5	
Quality of staff for work to be done	1-5	X 3	
Experience with similar kinds of work	1-5	X 4	
Familiarity with State and Federal Procedures	1-5	X 2	
Capability of developing innovative or advanced techniques	1-5	X 2	
Financial responsibility	1-5	X 2	
Demonstrated Technical Ability	1-5	X 2	
TOTAL:			

Attachment -8

Exhibit 10-K

**Consultant Certification of Contract
Costs and Financial Management System**

**EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL
MANAGEMENT SYSTEM**

Certification of Final Indirect Costs:

Consultant Firm Name: _____

Indirect Cost Rate: _____

Fiscal Period Covered for Indirect Cost Rate Developed (mm/dd/yyyy to mm/dd/yyyy): _____

Date of Proposal Preparation (mm/dd/yyyy): _____

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): _____

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1. All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31.
2. This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR, Part 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect cost rates have been disclosed as of the date of proposal preparation noted above.

Certification of Financial Management System:

I, the undersigned, certify to the best of my knowledge and belief that our financial management system meets the standards for financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20 to the extent applicable to Consultant.

Certification of Dollar Amount for all A&E contracts:

I, the undersigned, certify that the approximate dollar amount of all A&E contracts awarded by Caltrans or a California local agency to this firm within the last three (3) calendar years for all State DOT and Local Agencies is \$ _____ and the number of States in which the firm does business is _____.

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are reasonable, allowable and allocable to the contract in accordance with the cost principles of the FAR of Title 48, CFR, Part 31. Allowable direct costs to a Government contract shall be:

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).
2. Compliant with the terms of the contract and is incurred specifically for the contract.
3. Not prohibited by 23 CFR, Chapter 1, Part 172 –Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.

Subconsultants (if applicable)

Proposed Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime Consultants (if applicable)

Proposed **Total** Contract Amount (or amount not to exceed if on-call contract): \$ _____

Prime, list all subconsultants and proposed subcontract dollar amounts (attach additional page if necessary):

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* Consultant Certification Signature: _____

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Contact Information:

Email: _____

Phone number: _____

Date of Certification (mm/dd/yyyy): _____

*An individual executive or financial officer of the consultant’s organization at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the indirect cost rate proposal submitted in conjunction with the contract.

Note: Per 23 U.S.C. 112(b)(2)(B), Subconsultants must comply with the FAR Cost Principles contained in 48 CFR, Part 31. 23 CFR Part 172.3 Definitions state: Consultant means the individual or firm providing engineering and design related services as a party to the contract. Therefore, subconsultants as parties of a contract must complete a certification and send originals to A&J and keep copies in Local Agency Project Files.

Distribution: 1) Original to Caltrans Audits and Investigations
2) Retained in Local Agency Project Files

Attachment -9

Exhibit 10-F

Certification of Consultant, Commissions & Fees

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the _____, and duly authorized representative of the firm of _____, whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date)

(Signature)

Attachment -10

Maps

HSIP / HR3 Cycle 5 Vicinity Map

West Main Street Map

River Road Map

Lake Road Map

Strategy Meeting: The Consultant shall be responsible for coordinating and scheduling a strategy meeting. At a minimum, representatives from the following fields shall attend the strategy meeting: Caltrans Structures, Caltrans Earthquake Engineering, Caltrans Hydraulics, Caltrans Geotechnical, Stanislaus County, Consultant and relevant sub consultants.

Strategy Report: A draft Strategy Report, identifying and comparing feasible project alternatives, shall be submitted to the County for review. For the purposes of the environmental document, three to four project alternatives should be considered. The Consultant will also coordinate with Caltrans to determine the most practical project alternative. Once the County and Caltrans approves a specific project alternative, the Consultant will prepare a final Strategy Report thus completing Phase – I of the project. Suggested project alternatives may include but are not limited to:

- Retrofit existing bridge alternative.
- Address the preventative maintenance measures of the existing bridge and the measures to prevent further degradation of the bridge sufficiency rating.
- Based on the selected project alternative, the Consultant will conduct preliminary engineering, environmental document, right of way services, final design, bid and construction support for the project.

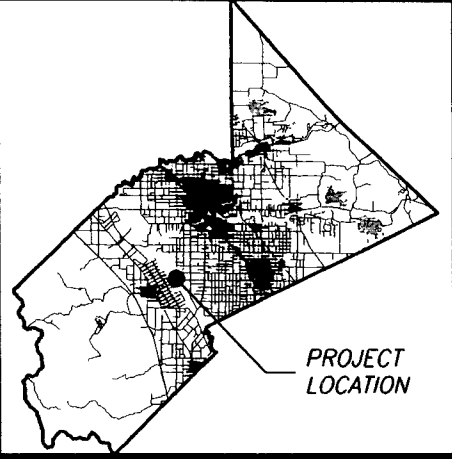
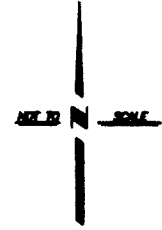
PROJECT MANAGEMENT: The scope of comprehensive project management includes, but is not limited to, project management, quality assurance and control, and efficiently managing schedules of any sub-consultants involved in the Project. Ultimately, the Consultant will be responsible for completing all Project tasks in timely fashion and diligently follow the anticipated schedule set forth for this Project. On a monthly basis, the Consultant shall provide letter-type progress reports to brief the County on the project progress and, as necessary, hold Project Development Team (PDT) meetings. For the purposes of estimating project fees, assume a total of 24 meetings. Project schedule will be strictly enforced. Consultant must notify County of any issues that cause schedule delays.

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

GEOTECHNICAL INVESTIGATION: Provide a geotechnical report for the site as required for the completion of design, construction documents and permit applications. The geotechnical report shall include an evaluation of the effects of any slope erosion or periodic land movements during extreme storm and seismic events, and soil data, seismic parameters and recommendations for the bridge design, to Caltrans standards.

TOPOGRAPHICAL SURVEY: Perform a Topographic and Property Boundary Survey as needed. For these activities, the Consultant will work in close coordination with the County. All Surveying and Mapping shall comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California. If necessary, the design shall include any legal descriptions and plats for temporary construction easements (TCE) necessary for construction staging areas, disposal areas for

WIDEN SHOULDERS WITH HOT MIX ASPHALT
INSTALL EDGELINE RUMBLE STRIPS AND THERMOPLASTIC EDGE LINES
INSTALL CENTERLINE RUMBLE STRIPS AND THERMOPLASTIC CENTERLINES



JENNINGS ROAD

BEGIN LIMIT

10,500' WEST MAIN STREET

END LIMIT

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

WEST MAIN STREET
2012 HSIP/HR3 PROJECT

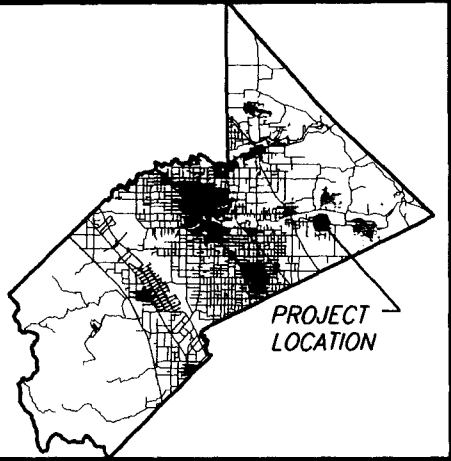
STANISLAUS COUNTY, CALIFORNIA

DRAWN BY: AJM

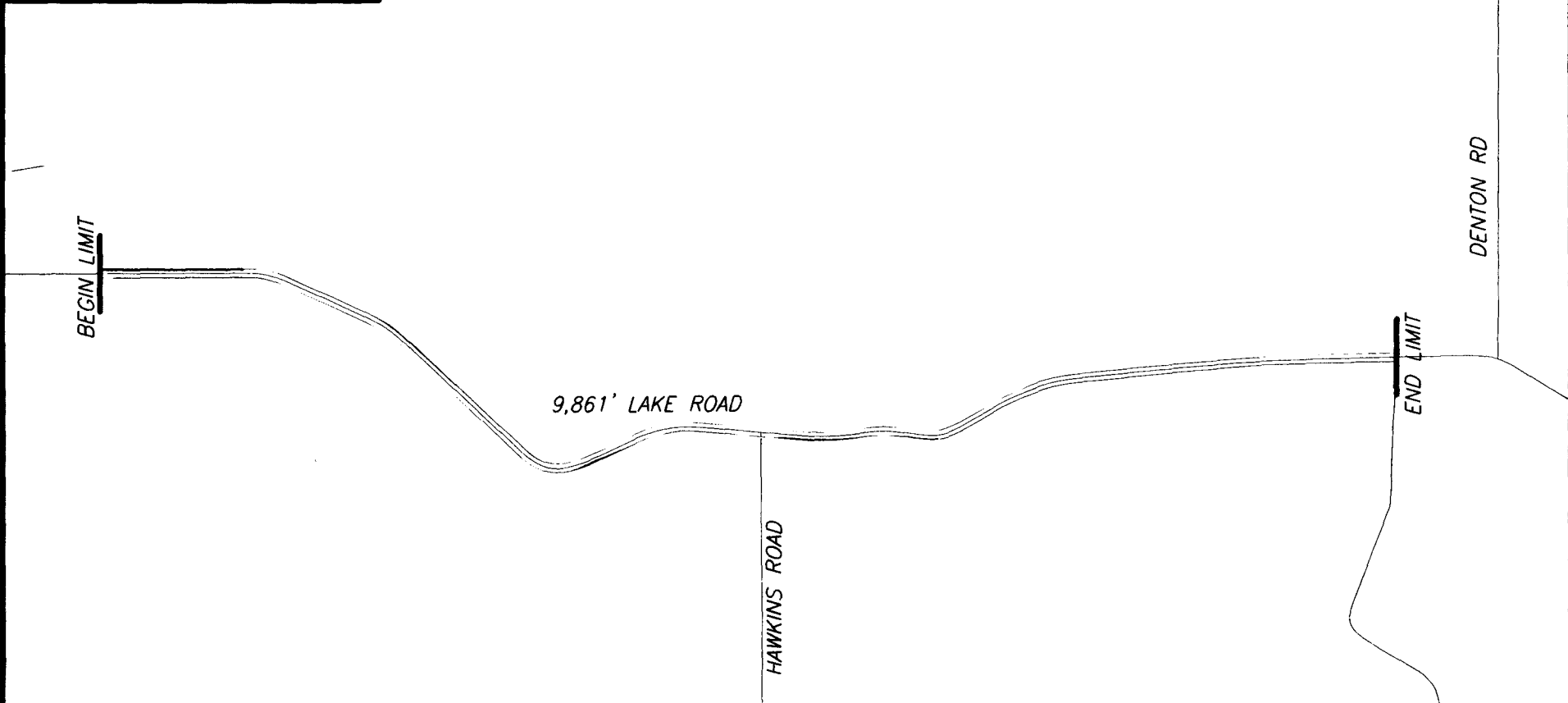
DATE: 7/9/2012

SHEET: 1 OF 1

FILE: WMAIN_BASE.DWG



WIDEN SHOULDERS WITH HOT MIX ASPHALT
 INSTALL EDGELINE RUMBLE STRIPS AND THERMOPLASTIC EDGE LINES
 ACQUIRE NECESSARY RIGHT-OF-WAY
 -PROJECT ASSUMES 60' MAJOR COLLECTOR CORRIDOR ~ 70,000 SQFT

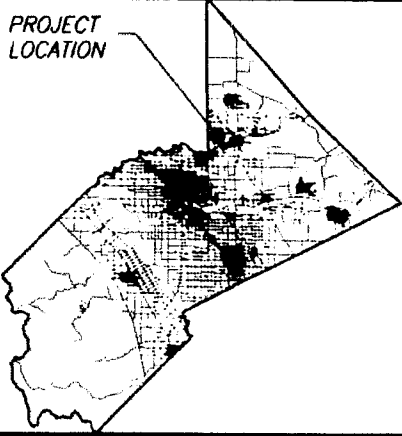



STANISLAUS COUNTY
 DEPARTMENT OF PUBLIC WORKS
 ENGINEERING AND OPERATIONS DIVISION
 1716 MORGAN ROAD - MODESTO, CA 95358

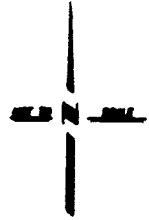
LAKE ROAD
2012 HSIP/HR3 PROJECT
 STANISLAUS COUNTY, CALIFORNIA

DRAWN BY: AJM
DATE: 7/5/2012
SHEET: X OF X
FILE: BASE.DWG

PROJECT
LOCATION



WIDEN SHOULDERS WITH HOT MIX ASPHALT
ACQUIRE NECESSARY RIGHT-OF-WAY



SAWYER ROAD

BEGIN LIMIT

6,600' RIVER ROAD

END LIMIT



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

RIVER ROAD
2012 HSIP/HR3 PROJECT
STANISLAUS COUNTY, CALIFORNIA

DRAWN BY: AJM
DATE: 7/9/2012
SHEET: 1 OF 1
FILE: RIVER_BASE.DWG

**EXHIBIT B
CONSULTANT'S RESPONSE**



Task 1 – Project Management

1.1 Project Development Team (PDT) Meetings

The PDT meetings will serve as the primary forum for reviewing project status, coordination and identification and resolution of project issues. Attendees will include MVE's PM and PE, Consultant task leads, County staff and other stakeholders as necessary. MVE will provide meeting notices, prepare meeting materials and agenda, and attend and prepare meeting notes for up to six (6) meetings.

❖ *Deliverables: Meeting notices, agendas and minutes.*

1.2 Coordination Meetings

MVE will coordinate technical design tasks with the County, Caltrans and others through meetings and correspondence. Up to five (5) meetings, in addition to PDT meetings are assumed to be needed for coordination and discussion of specific project needs and issues. These meetings may be by teleconference, video conference, face to face or on-site. The County PM will be kept abreast of all coordination activities prior to meetings.

❖ *Deliverables: Meeting notes, correspondence and presentation materials.*

1.3 Project Control

MVE will manage and control the effort and progress of the proposed services as follows:

- Negotiate and prepare sub-consultant agreements.
- Manage sub-consultant progress and review progress quantities.
- Prepare monthly Progress Reports and quantities for review and approval with County.
- Maintain a maximum level of professionalism throughout Consultant Project Team at all times.
- Manage and control all project documentation and maintain official record in available and necessary format.
- Manage and review all correspondence and ensure proper channels of communication are upheld.
- Instill and encourage a partnering environment between County, Consultant, Sub-Consultants and others.

❖ *Deliverables: Up to eighteen (18) Monthly Status Reports / invoice and CPM Schedule.*

1.4 Project Schedule

MVE will develop a detailed Critical Path Method (CPM) Master Schedule for review and approval. The Master Schedule will include all tasks broken down in detail for each project location. Efficiently manage schedules of all Consultant Project Team Members. Immediately notify Stanislaus County of any issues with potential to cause delays. Prepare and maintain a three (3) week look ahead schedule, as necessary.

- Prepare, manage and update CPM schedule



1.5 Project Quality Assurance

MVE will provide the technical resources necessary to ensure that all project components meet the highest available standards and quality. MVE will review all project deliverables for content and accuracy to ensure Contract, County and Caltrans requirements are met. Reviews will be conducted for key milestone deliverables by senior staff not directly involved with the design or preparation of the deliverables.

Task 2 – Field Surveys and Base Mapping

2.1 Field Investigations / Research

The MVE team will conduct a field review prior to performing the field surveys to identify physical features and to ensure that any identified design constraints are located by the subsequent surveys. A follow up field review will be conducted to verify field surveys on the base maps.

❖ *Deliverables: Field notes and photographs of site conditions.*

2.2 Establish Survey Control

The Land Surveyor (LS) will review available survey and property information to identify available survey control and monuments in the project area. The survey control will be tied to County benchmarks (NAVD88) for vertical control and the current Zone III NAD83 geodetic control used by the County and Caltrans for horizontal control. These survey control points will be exhibited on a "Survey Control Data Sheet". These will be semi-permanent in nature, clearly marked, and be located outside of proposed construction disturbance limits so as to serve as project control during the construction of the project.

❖ *Deliverables: Survey Control Data Sheet.*

2.3 Records Research, Survey Monument Recovery and ROW/Boundary Resolution

The Land Surveyor (LS) will research and review record maps, deeds, easements and other available information. The LS will search for and tie existing monumentation of property corners and/or right-of-way control as needed to define the existing right-of-way and property boundaries. The property corner monuments and right-of-way monuments will be tied into the project control. Analysis of the surveyed monumentation, with record maps and deeds, will be performed to resolve the existing land net and right-of-way configurations.

2.4 Topographic Surveys and Base Mapping

A detailed topographic survey will be performed to capture the surface features and improvements within the project limits that are relevant to the design of the project, as determined by the design team will include but may not be limited to:



- Cross sections at 100 foot minimum intervals along tangents and 25 foot minimum intervals along curves within the project limits.
- Spot elevations as needed beyond existing right-of-way to determine adjacent property issues if any.
- Locate driveways, ditches, culverts, utility poles, utility cabinets/vaults, mailboxes, fences, trees, trunk size and dripline, sign posts, utility markings, irrigation facilities and structures, manholes, drain inlets, headwalls, striping and pavement markings.

The survey data will be processed and rendered into a Digital Terrain Model (DTM) and CAD basemap. The CAD map will exhibit 1-foot contours, spot elevations, all pertinent surface features, structures, tree measurements and utilities. This information together with field observations and recorded right-of-way will be combined with topographic surveys and incorporated into the base map.

- ❖ *Deliverables: Topographic Mapping, Base Map, PS &E Survey. Deliverables will include providing the County with project CAD files in electronic format. The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be in AutoCAD Civil 3D 2010 format. In addition, the CAD files will be consistent with the County CAD standards.*

2.5 Monument Preservation (Performed in accordance with the Professional Land Surveyors Act)

MVE will perform a pre-construction survey of the existing monumentation within the project limits. MVE will perform a control survey of the existing monumentation. Upon completion of the control survey, MVE will prepare pre-construction corner records and file the corner records with the County Surveyors office. Upon completion of Construction, a Post Construction Record of Survey will be prepared including the following items as applicable to the project: Show all monuments found, set, reset, replaced, removed, describing their kind, size and location and giving other data relating thereto; Bearing or witness monuments, basis of bearings, bearing and length of lines, scale of map and North arrow; Name and legal description of the property in which the survey is located and the date and time period for the survey; the relationship to those portions of adjacent tracts, streets, or senior conveyances which have common lines with the survey and the required statements. MVE will submit the post construction record of survey to the County for review, approval and recordation. It is assumed that all filing and recording fees will be waived for this project. Monumentation will be set in accordance with the recorded record of survey. It is assumed that up to approximately 15 monuments would have to be replaced at the completion of the project construction.

Task 3 – Preliminary Engineering (30% Design)

3.1 Alternatives Development

MVE will develop an approved alternative for the roadway geometry. This alternative will include horizontal alignments and proposed typical cross sections that will meet County and Caltrans requirements. The purpose of this analysis is to focus engineering resources on access strategies and configurations that meet the transportation system performance goals, the needs and values of local



communities, financial constraints and to improve environmental quality. MVE will prepare the initial horizontal layouts, vertical profiles and typical sections. The concepts will be based on County standards, AASHTO design manuals and Caltrans standards, depicted on digital mapping and will show the centerline, lane lines, shoulder lines, ditches and existing right-of-way lines. The initial concepts will be used to identify constraints and deficiencies within the project limits. After review and approval by the County and Caltrans, the preferred design alternative will be refined and used for environmental studies, stakeholder involvement and presentation at Public Meetings if necessary. The approved layout will represent the basis for the Geometric Approval Drawing (GAD) and will include a preliminary cost estimate.

MVE will prepare preliminary cost estimates for the approved layout. Estimates will show general construction items, approximate right of way acquisition and utility relocation costs, environmental mitigation costs if necessary and percentages for design, construction management and construction staking. The unit costs shall be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans Engineering Services Center site. Prices will be adjusted using sound engineering judgment that reflects the unique location of each project and specific quantities.

❖ *Deliverables: Initial Concept Layouts and Preliminary Cost Estimate.*

3.2 Preliminary Drainage Studies

MVE will obtain information relevant to the existing drainage patterns and storm drain facilities in the project area, including the location of existing gutters, inlets, storm drain pipes and sizes, rainfall intensities, and areas of documented flooding or drainage problems. This information is anticipated to be obtained through a combination of field reconnaissance, as-built plans and County staff. After reviewing the existing drainage conditions, MVE will develop a preliminary drainage layout. To identify potential drainage issues that may affect the environmental or right-of-way footprint, MVE will prepare an Initial Risk Assessment to help evaluate the SWPPP implementation and determine if the project is eligible for an Erosivity Waiver.

❖ *Deliverables: Preliminary Drainage Layout and Design Memorandum.*

3.3 Geometric Approval Drawing (GAD)

The approved roadway alignment alternative will be chosen for GAD approval. The GAD will depict detailed layout geometrics, profiles and typical sections. The County and State will review the GAD and offer comments and suggested changes. MVE will revise the GAD as appropriate. Once reviewed and accepted by the County and State, the GAD will be stamped as an approved drawing, dated and signed to document the approved geometrics. The GAD will be the 30% design and serve as the basis for developing the 60% plans.

❖ *Deliverables: Geometric Approval Drawing.*

3.4 Utility Coordination



MVE will provide the following utility coordination:

- **Contact List:** MVE will develop a contact list that includes all utility companies providing service in the area and provide to the County.
- **Utility “A” Plans:** County will send to applicable utility companies the following: “A” plans (base plans), the Utility Information Form, and a County-approved letter requesting verification of the location, size and depth of each utility company’s facility that might be affected by the proposed work.
- **Utility Conflict Analyses:** MVE will analyze the relocation requirements for the project and identify responsibilities for relocation. Conflicts with utility facilities will be marked on the “B” plans and provided to the County. MVE will follow Caltrans High and Low Risk policies.
- **Utility “B” Plans:** County will send to applicable utility companies the following: “B” Plans and a County-approved letter notifying the utility companies of conflicts between existing utility facilities and the proposed work. The letter will ask the utility companies to verify the conflict and notify them of the need to relocate their facilities. The “B” plans will be distributed when the horizontal and vertical alignments are fixed, which is expected to be at the 60% plan completion stage. After receipt of the relocation designs from the utility companies, MVE will add the relocations to the drawings prior to the 90% design submittal.
- **Utility “C” Plans:** County will send a copy of the “C” Final and a County-approved letter to the utility companies when the project is advertised for bids. The letter will include the project schedule and deadlines for completion of utility company relocation work.

❖ *Deliverables:* Contact List and Plan Sheets.

Task 4- Geotechnical Investigations

The Geotechnical Report will be consistent with Caltrans format and will include the following conclusions and recommendations:

4.1 Geotechnical Exploration

To adequately characterize the subsurface conditions for design of the existing and proposed roadway, and improvements, ENGEO proposes to explore the site by drilling borings at approximately 1,000 to 1,500-foot spacing (depending on variability of subgrade soils encountered) along the existing and proposed roadway alignments. They will retain a drilling subcontractor to drill approximately 20 to 30 exploratory borings to depths of approximately 5 feet below existing grade with a truck-mounted drill rig. An ENGEO representative will log borings, collect representative soil samples and perform laboratory testing including moisture content, density, and soil classification, as deemed appropriate. In addition, they will collect a maximum of 2 to 3 bulk samples for R-Value testing from each roadway depending on the variability of the soil encountered. If soils encountered are highly variable, additional R-Value Testing can be performed for an additional fee. ENGEO anticipates drilling adjacent to vehicle traffic lanes and assumes partial lane closure and traffic control will be necessary. They will obtain appropriate county encroachment permits for this work. ENGEO assumes that permit fees will be waived.



ENGEO will prepare a geotechnical report with conclusions and recommendations for the proposed improvements including:

- 1) Earthwork
 - Site Clearing and Original Ground Preparation
 - Existing Fill Removal (if any)
 - Treatment of Over-optimum Soil Moisture Conditions
 - Acceptable On-site and Imported Fill Materials
 - Subgrade and Fill Compaction Requirements
- 2) Hot Mix Asphalt Pavement Sections

ENGEO's geotechnical report will include a site plan showing their boring locations and improvement limits. *ENGEO's letter will be signed by a licensed California Geotechnical Engineer.*

4.2 Initial Site Assessment (ISA)

In order to comply with Caltrans requirements, ENGEO's report format will include the following:

1. ENGEO will report data in units of feet/pounds/seconds and meters/kilograms/seconds.
2. ENGEO will summarize their findings using text and tables.
3. ENGEO will complete a Caltrans ISA checklist summarizing potential environmental concerns within the Study Area.

The proposed scope of services includes the following:

- A review of the existing environmental documents provided.
- A review of publicly available and practically reviewable standard local, state or tribal, and federal environmental record sources.
- A review of publicly available and practically reviewable standard historical sources, aerial photographs, Sanborn Fire Insurance Maps, and physical setting sources.
- A reconnaissance of the property and observation of adjoining properties.
- Preparation of an ISA report with ENGEO's findings, opinions and conclusions.

Task 5 – Public Outreach

5.1 Communications and Community Outreach Plans

Judith Buethe Communications (JBC) will prepare a team communications plan and a community outreach plan to guide outreach efforts.

- ❖ *Deliverables:* Team Communications Plan, Community Outreach Plan.

5.2 Identification of Stakeholders

JBC will work with Stanislaus County and the Project Development Team to identify a geographic area of interest to each of the three projects. JBC will research and develop a stakeholder database for each project of residents, property owners from Assessor Rolls, business owners, civic organizations, transit,



first responders and other potentially interested parties, which will be updated throughout the project with names from the public meeting sign-ins; information from the project team; and from telephone, e-mail and personal contacts. The stakeholder database, which will be designed to meet State CEQA Guidelines and requirements for noticing, will also be coded according to interest and ongoing involvement/interaction with the project. Groups in the stakeholder database will include, but not be limited to, the following:

- Stanislaus County Board of Supervisors, City Council Members, Municipal Advisory Council members, Stanislaus Council of Governments, and other elected and appointed officials.
 - Caltrans
 - Residents and property owners nearby each project location
 - Businesses and other establishments nearby each project location
 - School districts
 - Groups representing businesses and agriculture
 - Civil, community, and environmental groups
 - Emergency responders
 - Transit
 - Utility providers
 - Pertinent County staff
 - Other pertinent local, state and federal agencies and stakeholders
- ❖ *Deliverables:* Stakeholder database, which will include recent Assessor rolls of property owners, will be updated quarterly or as additions and/or changes occur; and will include notations of stakeholder activity/involvement.

5.3 Notifications

JBC will create notifications in a newsletter format to each stakeholder concerning the upcoming project. The notifications will describe the project purpose and need, overview of potential design alternatives, general description of proposed design evaluations and proposed environmental studies, anticipated construction schedule, and opportunities to comment. Included with each notification will be a short survey form where stakeholders can provide communal and business-related information as well as express opinions they may have about the proposed project. Distribution of the letters will commence after sufficient alternative design information has been developed.

- ❖ *Deliverables:* Preparation of Notification and Survey; Mailing of same.

5.4 Individual Stakeholder Meetings

JBC will arrange for, facilitate, and prepare a report for up to four individual stakeholder meetings with property owners and/or tenants at each of the three project sites. The stakeholder meetings will include the project manager and may include the right-of-way consultant.

- ❖ *Deliverables:* Arrangements, facilitation, and report of up to 12 meetings with individual stakeholders.

5.5 Hotlines

JBC will publicize and staff telephone and electronic Hotlines. All comments will be recorded, tracked, and shared with the project team.

❖ *Deliverables: Staffed hotlines and contact log.*

Task 6 – Environmental Documentation

The County of Stanislaus (County) proposes to complete safety improvements to three segments of county roadways under the HISP/HR3 Cycle 5 program. The three projects are West Main Street between the San Joaquin River and 0.8 miles west of Carpenter Road (Project ID HRRRL-5938[211]); River Road between Sawyer Avenue and Cleveland Avenue (Project ID HRRRL-5938[212]); and Lake Road between Lampley Road and Hidden Hills Road (Project ID HRRRL-5938[213]).

The projects will utilize federal HSIP funding; therefore, environmental documentation pursuant to the National Environmental Policy Act (NEPA) is required, and the projects will be processed through Caltrans' Local Assistance Program. Certain categories of projects are specifically called out in 23 CFR 771.117(d) as actions that would fall under a Categorical Exclusion (CE) pursuant to NEPA. NEPA CEs are generally actions that do not induce significant impacts related to planned growth or land use for the area; do not require the relocation of significant numbers of people; do not have a significant impact on any natural, cultural, recreational, historic or other resource; do not involve significant air, noise, or water quality impacts; do not have significant impacts on travel patterns; and do not otherwise, either individually or cumulatively, have any significant environmental effect. Based on the information provided, GPA anticipates that the projects will be categorically excluded under the provisions of NEPA, and that certain technical studies will be required to support this determination.

The projects will also be subject to the requirements of the California Environmental Quality Act (CEQA), and Stanislaus County will be the CEQA Lead Agency. Certain categories of projects are specifically called out in Section 15300 of the CEQA Guidelines as actions that would fall under a Categorical Exemption (CE) pursuant to CEQA. These include "minor alteration of existing public... facilities... involving negligible or no expansion of use..." as outlined under Section 15301 of the CEQA Guidelines. It is anticipated that the proposed projects would qualify as Categorically Exempt under this provision of CEQA.

It should be noted, however, that CEQA Guidelines Section 15300.2(c) identifies an exception to the use of a CE where an activity may have "a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances." When a project is exempted from qualifying as a CE under this provision, an Initial Study should be prepared to determine if a Negative Declaration (ND,) a Mitigated Negative Declaration (MND,) or an Environmental Impact Report (EIR) must be completed for the project.

All three of the project areas contain environmental resources, such as potentially jurisdictional drainages and waterways, large native trees, agricultural land, and potential habitat for sensitive wildlife species, in or near the roadway right-of-way. In order to ensure that the proposed projects qualify as CEs under CEQA, it will be important for the project design to avoid these sensitive resources. If the project design is unable to avoid these resources, the projects could have potential



environmental impacts, which would prevent the projects from qualifying as Categorical Exempt under CEQA and an IS to support an MND would need to be prepared.

For purposes of this proposal, GPA assumes that the proposed projects would avoid potential impacts to environmental resources within and/or near the project area. As such, GPA anticipates that the projects would qualify for Categorical Exemptions under CEQA.

While the proposed projects are funded as three separate projects, the County wishes for engineering and environmental work to be conducted concurrently for all three projects by a single consultant team. Because the three projects have individual project ID numbers, separate NEPA documents must be prepared for each project. GPA proposes, however, to achieve savings to environmental costs and schedule by concurrently completing key environmental actions for all three projects, including but not limited to any necessary field surveys or project meetings, thereby achieving an “economy of scale” in cost and schedule for delivery of environmental clearances.

Throughout the environmental process, GPA will use its extensive knowledge and experience in CEQA and NEPA regulations, the Caltrans Local Assistance process, the regulatory agency permitting process, and roadway engineering, to minimize the projects’ environmental effects and resulting environmental clearance costs, and to expedite the project schedule to the greatest extent possible.

West Main Street (Project ID HRRRL-5938 [213]):

West Main Street is a heavily traveled two-lane major connector, and the proposed project limits are between the San Joaquin River and 0.8 miles west of Carpenter Road. Through the project area, the roadway is surrounded by agricultural land consisting of row crops. A small number of farm residences and agricultural storage areas are present adjacent to the roadway. Trees, including some oaks, are present along the roadway corridor, and may provide nesting habitat for birds. Roadside drainage swales with potential wetlands are also present. Wetlands are present near the roadway on the north side of the project area near the San Joaquin River. Overhead and underground utilities are also present through the corridor. East of Jennings Road, a drainage culvert conveys water under the roadway, and the drainage culvert shows signs of birds nesting within it.

The proposed improvements include widening paved shoulders and installing rumble strips with new striping on both the centerline and edge lines. It is anticipated that all improvements could be accommodated within the existing County right-of-way and that no additional right-of-way would be required.

6.1 Project Initiation/Preliminary Environmental Study

At project initiation, GPA will attend the project kick-off meeting in person, and will work closely with the County and the design engineers to define a project description and delineate a project study area sufficient to support the completion of the PES form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project.



GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all of the necessary information is gathered and reviewed, GPA will prepare a PES form and provide it to the County for review, and then submit it to Caltrans for review and approval. GPA will conduct a site visit with the County and Caltrans to visually assess and photograph existing conditions, to confirm the appropriate environmental study limits, and to meet the County's responsibility regarding the Caltrans Field Review. It is anticipated that the PES form will identify the need for the following technical studies:

- Natural Environmental Study Report
 - Informal Endangered Species Consultation Package
 - Initial Site Assessment.
- ❖ *Deliverables:* One (1) electronic copy and two (2) hard copies of the Project Description and PES.
- ❖ *Key Assumptions:* GPA assumes that a single project kick-off meeting will be conducted for all three projects, concurrently. GPA will submit individual PES forms for each project concurrently to Caltrans. GPA assumes that the field review for each project will be conducted concurrently on the same day and that only one visit will be required to fulfill the PES field visit requirement. If more than one visit for project kick-off or PES field visit will be required, additional budget may be required.

6.2 Natural Environmental Study

GPA will prepare a Natural Environment Study (NES) using the following methodology and including the following content, to assess the biological and wetland resources that are present in and near the project area.

Background Research

GPA will review available data on biological resources recorded within and near the project area, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project area will also be referenced, including applicable planning documents. GPA will utilize the background data and project design plans to delineate the Biological Study Area (BSA), which will be used as the boundary for field surveys and project analysis.

Field Surveys

The project alternatives outlined in the RFP include widening of paved shoulders and installing rumble strips with new striping on both the road centerline and edge lines. There are oaks, willows, and other tree species on both sides of the highway that could provide habitat for nesting birds.



Additionally, some of the culverts of the larger drainages appear large enough to provide habitat for bats and swallows.

GPA will survey the BSA for potential wildlife, their signs, and/or potential habitat. GPA will inventory all botanical, aquatic, and wildlife resources observed in the BSA. GPA will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the project area (June). The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries.

As part of the development of this work plan, GPA completed a preliminary CNDDDB and USFWS database search for protected and special-status species recorded within the vicinity of the project area (Crow's Landing quad and surrounding quads). The searches identified a number of federally and/or state threatened, endangered, and special-status species that have been recorded near the project area, including:

- Red-legged frog (*Rana draytonii*); federally threatened
- Giant garter snake (*Thamnophis gigas*); federally and state threatened
- California tiger salamander (*Ambystoma californiense*); federally and state threatened

Based on existing conditions within and adjacent to the project area, GPA anticipates that project-level surveys may be needed to determine presence or absence of potential habitat for the species listed above due to the proximity of agriculture field drainage swales and sloughs to the roadway. GPA will complete site surveys to determine if suitable habitat is present in the BSA for the species listed above, or any other listed species.

GPA will work closely with the design engineers to avoid impacts on any potential habitat for endangered species, so that if at all feasible, impacts on these species and their habitat can be avoided. If impacts can be avoided, informal consultation with the USFWS and CDFW is anticipated to be sufficient to obtain concurrence that impacts on state or federally listed species will be avoided, and is outlined below under Task 3.

Natural Environmental Study Documentation

Following completion of background research and field surveys, GPA will summarize the results of these studies in a Natural Environmental Study (NES) report. The NES will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The NES will provide conclusions regarding the effects of the project on federally and/or state threatened or endangered species, and will outline any future protected species consultations that may be required with resource agencies to obtain project approvals and environmental permits. GPA will submit the draft NES and will coordinate with the County and Caltrans as needed for review and approval of the report.

❖ *Deliverables:* One electronic copy and up to three (3) hard copies of the NES report.



- ❖ *Key Assumptions: Thirty-five percent plans will be provided prior to initiating biological studies, and necessary access will be provided to allow surveys to be conducted within the entire BSA. Through project design, impacts on areas outside of the roadway footprint, including the adjacent culverts and drainages, will be avoided.*
- ❖ *Impacts on endangered species and/or potential habitat will be avoided through project design, and protocol level surveys for federally and state listed species will not be required. If additional surveys are required, GPA will submit a separate scope and cost for this work.*
- ❖ *Impacts on jurisdictional wetlands and other waters of the U.S. and state will be avoided through project design, and formal wetland delineation and regulatory permits will not be required. If permitting is required, GPA will submit a separate scope and cost for this work.*
- ❖ *If the project schedule does not allow plant surveys to be conducted during the appropriate season, and species cannot be ruled out based on existing habitat, additional surveys may be required. If additional surveys are required, GPA will submit a separate scope and cost for this work.*

6.3 Hazardous Materials, Phase I Initial Site Assessment

ENGEO will prepare an Initial Site Assessment (ISA) to identify, to the extent feasible, recognized environmental conditions in connection with the project in accordance with Caltrans requirements.

6.4 NEPA Categorical Exclusion

Following the approval of the technical analysis for the project, GPA will coordinate with the County and Caltrans to obtain a Categorical Exclusion (CE) determination and signed CE form from Caltrans, pursuant to their NEPA responsibilities under Memorandum of Understanding (MOU) with the U.S. Department of Transportation (DOT).

- ❖ *Deliverables: One (1) electronic copy and two (2) hard copies of the CE Determination and Signed CE Form.*

6.5 CEQA Categorical Exemption

GPA believes that the project qualifies as Categorically Exempt from CEQA under Section 15301(c), which includes minor alteration of existing facilities involving no expansion of use. GPA will prepare a Notice of Exemption (NOE) for the project and provide it to the County for their use in filing the NOE with the County Clerk's office.

- ❖ *Deliverables: One (1) electronic copy and one (1) hard copy of the Notice of Exemption.*
- ❖ *Key Assumptions: GPA assumes that the project is not located on a site that is included on any hazardous waste sites list compiled pursuant to Section 65962.5 of the Government Code. GPA also assumes that the project design will avoid impacts to sensitive environmental resources located in and near the roadway. If any of these conditions are identified as part of preliminary environmental investigations, or if other conditions are identified that would eliminate the project*



from qualification as Categorical Exempt under CEQA, then GPA will notify the County immediately and the project will need to be re-scoped.

6.6 Project Management and Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the County and design engineers, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report for each task order that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will also maintain both electronic and hard copies of the complete environmental record, and will provide the County with a copy of all final documentation.

GPA's Project Manager will attend Project Development Team (PDT) Meetings throughout the project development process, either in person or by phone. GPA plans for attendance at up to six PDT meetings.

- ❖ *Deliverables: Complete environmental record for preliminary environmental compliance phase.*
- ❖ *Key Assumptions: Because the three projects have individual project ID numbers, separate invoices must be prepared for each project in order to qualify for federal reimbursement. GPA will provide separate invoices and progress reports for each individual project. GPA will attend up to six PDT meetings during the project development process. GPA also assumes that PDT meetings will be held concurrently for all three projects. If additional meetings are required, additional budget may be required.*

River Road (Project ID HRRRL-5938 [212]):

River Road is a two-lane major connector, and the proposed project limits are between Sawyer Avenue and Cleveland Avenue. Through the project area, the roadway is surrounded by agricultural land consisting of row crops and orchards. Several homes are present immediately adjacent to the roadway. Very large oak trees, along with other trees such as pines, which may provide nesting habitat for birds, are present along the roadway corridor and immediately adjacent to the roadway in some areas. Roadside drainage swales with potential wetlands are also present. Overhead utilities are also present through the corridor.

The proposed improvements include widening the paved shoulders, and potentially adjusting the radius and/or superelevation of the roadway. It is anticipated additional right-of-way may be required to accommodate the project.

6.7 Project Initiation/Preliminary Environmental Study

At project initiation, GPA will attend the project kick-off meeting in person, and will work closely with the County and the design engineers to define a project description and delineate a project study area sufficient to support the completion of the PES form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project.



GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all of the necessary information is gathered and reviewed, GPA will prepare a PES form and provide it to the County for review, and then submit it to Caltrans for review and approval. GPA will conduct a site visit with the County and Caltrans to visually assess and photograph existing conditions, to confirm the appropriate environmental study limits, and to meet the County's responsibility regarding the Caltrans Field Review. It is anticipated that the PES form will identify the need for the following technical studies:

- Minimal Impacts Natural Environmental Study Report
 - Visual Impacts Assessment Report (Abbreviated)
 - Initial Site Assessment.
- ❖ *Deliverables:* One (1) electronic copy and two (2) hard copies of the Project Description and PES.
- ❖ *Key Assumptions:* GPA assumes that a single project kick-off meeting will be conducted for all three projects, concurrently. GPA will submit individual PES forms for each project concurrently to Caltrans. GPA assumes that the field review for each project will be conducted concurrently on the same day and that only one visit will be required to fulfill the PES field visit requirement. If more than one visit for project kick-off or PES field visit will be required, additional budget may be required.

6.8 Minimal Impacts Natural Environmental Study

GPA will prepare a Natural Environment Study (NES) using the following methodology and including the following content, to assess the biological and wetland resources that are present in and near the project area.

Background Research

GPA will review available data on biological resources recorded within and near the project area, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project area will also be referenced, including applicable planning documents. GPA will utilize the background data and project design plans to delineate the Biological Study Area (BSA), which will be used as the boundary for field surveys and project analysis.

Field Surveys

The project alternatives outlined in the RFP include widening of paved shoulders and installing rumble strips with new striping on both the road centerline and edge lines. There are oaks, willows, and other tree species on both sides of the highway that could provide habitat for nesting birds.



Additionally, some of the culverts of the larger drainages appear large enough to provide habitat for bats and swallows.

GPA will survey the BSA for potential wildlife, their signs, and/or potential habitat. GPA will inventory all botanical, aquatic, and wildlife resources observed in the BSA. GPA will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming period for special-status plants with potential to be in the project area (June). The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries.

As part of the development of this work plan, GPA completed a preliminary CNDDDB and USFWS database search for protected and special-status species recorded within the vicinity of the project area (Crow's Landing quad and surrounding quads). The searches identified a number of federally and/or state threatened, endangered, and special-status species that have been recorded near the project area, including:

- Red-legged frog (*Rana draytonii*); federally threatened
- Giant garter snake (*Thamnophis gigas*); federally and state threatened
- California tiger salamander (*Ambystoma californiense*); federally and state threatened

Based on existing conditions within and adjacent to the project area, GPA anticipates that project-level surveys may be needed to determine presence or absence of potential habitat for the species listed above due to the proximity of agriculture field drainage swales and sloughs to the roadway. GPA will complete site surveys to determine if suitable habitat is present in the BSA for the species listed above, or any other listed species.

GPA will work closely with the design engineers to avoid impacts on any potential habitat for endangered species, so that if at all feasible, impacts on these species and their habitat can be avoided. If impacts can be avoided, informal consultation with the USFWS and CDFW is anticipated to be sufficient to obtain concurrence that impacts on state or federally listed species will be avoided, and is outlined below under Task 3.

Natural Environmental Study Documentation

Following completion of background research and field surveys, GPA will summarize the results of these studies in a Natural Environmental Study (NES) report. The NES will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The NES will provide conclusions regarding the effects of the project on federally and/or state threatened or endangered species, and will outline any future protected species consultations that may be required with resource agencies to obtain project approvals and environmental permits. GPA will submit the draft NES and will coordinate with the County and Caltrans as needed for review and approval of the report.

❖ *Deliverables:* One electronic copy and up to three (3) hard copies of the NES report.



- ❖ *Key Assumptions: Thirty-five percent plans will be provided prior to initiating biological studies, and necessary access will be provided to allow surveys to be conducted within the entire BSA. Through project design, impacts on areas outside of the roadway footprint, including the adjacent culverts and drainages, will be avoided.*
- ❖ *Impacts on endangered species and/or potential habitat will be avoided through project design, and protocol level surveys for federally and state listed species will not be required. If additional surveys are required, GPA will submit a separate scope and cost for this work.*
- ❖ *Impacts on jurisdictional wetlands and other waters of the U.S. and state will be avoided through project design, and formal wetland delineation and regulatory permits will not be required. If permitting is required, GPA will submit a separate scope and cost for this work.*
- ❖ *If the project schedule does not allow plant surveys to be conducted during the appropriate season, and species cannot be ruled out based on existing habitat, additional surveys may be required. If additional surveys are required, GPA will submit a separate scope and cost for this work.*

6.9 Hazardous Materials, Phase I Initial Site Assessment

ENGEO will prepare an Initial Site Assessment (ISA) to identify, to the extent feasible, recognized environmental conditions in connection with the project in accordance with Caltrans requirements.

6.10 NEPA Categorical Exclusion

Following the approval of the technical analysis for the project, GPA will coordinate with the County and Caltrans to obtain a CE determination and signed CE form from Caltrans, pursuant to their NEPA responsibilities under Memorandum of Understanding (MOU) with the U.S. Department of Transportation (DOT).

- ❖ *Deliverables: One (1) electronic copy and two (2) hard copies of the CE Determination and Signed CE Form.*

6.11 CEQA Categorical Exemption

GPA believes that the project qualifies as Categorically Exempt from CEQA under Section 15301(c), which includes minor alteration of existing facilities involving no expansion of use. GPA will prepare a Notice of Exemption (NOE) for the project and provide it to the County for their use in filing the NOE with the County Clerk’s office.

- ❖ *Deliverables: One (1) electronic copy and one (1) hard copy of the Notice of Exemption.*
- ❖ *Key Assumptions: GPA assumes that the project is not located on a site that is included on any hazardous waste sites list compiled pursuant to Section 65962.5 of the Government Code. GPA also assumes that the project design will avoid impacts to sensitive environmental resources located in and near the roadway. If any of these conditions are identified as part of preliminary environmental investigations, or if other conditions are identified that would eliminate the project from qualification as Categorically Exempt under CEQA, then GPA will notify the County immediately and the project will need to be re-scoped.*



6.12 Project Management and Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the County and design engineers, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report for each task order that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will also maintain both electronic and hard copies of the complete environmental record, and will provide the County with a copy of all documentation.

GPA's Project Manager will attend Project Development Team (PDT) Meetings throughout the project development process, either in person or by phone.

- ❖ *Deliverables: Complete environmental record for preliminary environmental compliance phase.*
- ❖ *Key Assumptions: Because the three projects have individual project ID numbers, separate invoices must be prepared for each project in order to qualify for federal reimbursement. GPA will provide separate invoices and progress reports for each individual project. GPA will attend up to six PDT meetings during the project development process. GPA also assumes that PDT meetings will be held concurrently for all three projects. If additional meetings are required, additional budget may be required.*

Lake Road (Project ID HRRRL-5938[213]):

Lake Road is a two-lane major connector, and the proposed project limits are between Lampley Road and Hidden Hills Road. Through the project area, the roadway is surrounded by agricultural land consisting primarily of orchards. A couple of homes are present immediately adjacent to the roadway, with additional homes located further away from the road throughout the corridor. An irrigation ditch, with concrete banks and a natural bottom, crosses under the roadway. This culvert may provide habitat for nesting birds and bats. There is approximately five feet between the existing edge of pavement and the existing canal headwall. Except for orchards and the culvert there does not appear to be any suitable habitat for wildlife species within the project area. Overhead utilities are also present through the corridor.

Proposed improvements include widening paved shoulders and installing rumble strips with new striping on the centerline and edge lines. It is anticipated additional right-of-way may be required to accommodate the project.

6.13 Project Initiation/Preliminary Environmental Study

At project initiation, GPA will attend the project kick-off meeting in person, and will work closely with the County and the design engineers to define a project description and delineate a project study area sufficient to support the completion of the PES form. The project description will identify the project purpose and need, project objectives, project components, project location, and timing of the project.



GPA will perform a review of available information to ensure that all pertinent information related to the existing site is considered.

Once all of the necessary information is gathered and reviewed, GPA will prepare a PES form and provide it to the County for review, and then submit it to Caltrans for review and approval. GPA will conduct a site visit with the County and Caltrans to visually assess and photograph existing conditions, to confirm the appropriate environmental study limits, and to meet the County's responsibility regarding the Caltrans Field Review. It is anticipated that the PES form will identify the need for the following technical studies:

- Minimal Impacts Natural Environmental Study Report
 - Initial Site Assessment.
-
- ❖ *Deliverables:* One (1) electronic copy and two (2) hard copies of the Project Description and PES.
 - ❖ *Key Assumptions:* GPA assumes that a single project kick-off meeting will be conducted for all three projects, concurrently. GPA will submit individual PES forms for each project concurrently to Caltrans. GPA assumes that the field review for each project will be conducted concurrently on the same day and that only one visit will be required to fulfill the PES field visit requirement. If more than one visit for project kick-off or PES field visit will be required, additional budget may be required.

6.14 Natural Environmental Study (Minimal Impacts)

Background Research

GPA will review available data on biological resources recorded within and near the project area, including all plant and animal species with the potential to be in the project area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDDB) and the National Wetlands Inventory (NWI). Additionally, a list of protected species with the potential to be in the project area will be requested from the U.S. Fish and Wildlife Service (USFWS). Existing studies completed near the project area will also be referenced, including applicable planning documents. GPA will utilize the background data and project design plans to delineate the Biological Study Area (BSA), which will be used as the boundary for field surveys and project analysis.

Field Surveys

The project alternatives outlined in the RFP include widening of paved shoulders and installing rumble strips with new striping on both the road centerline and edge lines. The project area corridor contains orchards on both sides of the highway that could provide habitat for nesting birds. Additionally, the box culvert near the western terminus of the project area could provide habitat for bats and swallows.

GPA will survey the BSA for potential wildlife, their signs, and/or potential habitat. GPA will inventory all botanical, aquatic, and wildlife resources observed in the BSA. GPA will identify and record all existing vegetation communities in the area. Botanical surveys will be conducted during the blooming



period for special-status plants with potential to be in the project area (April and June). The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on appropriate criteria including the ordinary high water mark (OHWM), edge of channel banks, and riparian boundaries. Based on initial research, wetlands and other waters are not anticipated to be in the BSA.

As part of the development of this work plan, GPA completed a preliminary CNDDDB and USFWS database search for protected and special-status species recorded within the vicinity of the project area (Montpelier quad and surrounding quads). The searches identified a number of federally and/or state threatened, endangered, and special-status species that have been recorded near the project area; however, based on the existing condition within the project corridor, threatened, endangered, or otherwise protected plant or animal species are not anticipated to be in the project area. GPA will confirm existing habitat and potential for special-status species to be in the BSA during field surveys.

Natural Environmental Study (Minimal Impacts) Documentation

Following completion of background research and field surveys, GPA will summarize the results of these studies in a Minimal Impact Natural Environmental Study (NES(MI)) report. The NES(MI) will include a discussion of the existing biological resources in the BSA, potential project impacts on those resources, and proposed avoidance, minimization, and mitigation measures to minimize impacts. The NES will provide conclusions regarding the effects of the project on federally and/or state threatened or endangered species, and will outline any future protected species consultations that may be required with resource agencies to obtain project approvals and environmental permits. GPA will submit the draft NES(MI) and will coordinate with the County and Caltrans as needed for review and approval of the report.

- ❖ *Deliverables: One electronic copy and up to three hard copies of the NES(MI) report*
- ❖ *Key Assumptions: Thirty-five percent plans will be provided prior to initiating biological studies, and necessary access will be provided to allow surveys to be conducted within the entire BSA.*
- ❖ *The project would not impact the double box culvert beneath the irrigation ditch at the western terminus of the project area.*
- ❖ *Wetlands and other waters would not be impacted by the project.*
- ❖ *Threatened, endangered, or otherwise protected plant or animal species would not be impacted by the project. If endangered species act consultation is required, GPA will submit a separate scope and cost for this work.*
- ❖ *If the project schedule does not allow plant surveys to be conducted during the appropriate season, and species cannot be ruled out based on existing habitat, additional surveys may be required. If additional surveys are required, GPA will submit a separate scope and cost for this work.*

6.15 Hazardous Materials, Phase I Initial Site Assessment

ENGEO will prepare an Initial Site Assessment (ISA) to identify, to the extent feasible, recognized environmental conditions in connection with the project in accordance with Caltrans requirements.

6.16 NEPA Categorical Exclusion



Following the approval of the technical analysis for the project, GPA will coordinate with the County and Caltrans to obtain a CE determination and signed CE form from Caltrans, pursuant to their NEPA responsibilities under Memorandum of Understanding (MOU) with the U.S. Department of Transportation (DOT).

- ❖ *Deliverables:* One (1) electronic copy and two (2) hard copies of the CE Determination and Signed CE Form.

6.17 CEQA Categorical Exemption

GPA believes that the project qualifies as Categorically Exempt from CEQA under Section 15301(c), which includes minor alteration of existing facilities involving no expansion of use. GPA will prepare a Notice of Exemption (NOE) for the project and provide it to the County for their use in filing the NOE with the County Clerk’s office.

- ❖ *Deliverables:* One (1) electronic copy and one (1) hard copy of the Notice of Exemption.
- ❖ *Key Assumptions:* GPA assumes that the project is not located on a site that is included on any hazardous waste sites list compiled pursuant to Section 65962.5 of the Government Code. GPA also assumes that the project design will avoid impacts to sensitive environmental resources located in and near the roadway. If any of these conditions are identified as part of preliminary environmental investigations, or if other conditions are identified that would eliminate the project from qualification as Categorically Exempt under CEQA, then GPA will notify the County immediately and the project will need to be re-scoped.

6.18 Project Management and Meetings

Throughout the environmental process, GPA will maintain a clear line of communication with the County and design engineers, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report for each task order that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will also maintain both electronic and hard copies of the complete environmental record, and will provide the County with a copy of all documentation.

GPA’s Project Manager will attend Project Development Team (PDT) Meetings throughout the project development process, either in person or by phone.

- ❖ *Deliverables:* Complete environmental record for preliminary environmental compliance phase.
- ❖ *Key Assumptions:* Because the three projects have individual project ID numbers, separate invoices must be prepared for each project in order to qualify for federal reimbursement. GPA will provide separate invoices and progress reports for each individual project. GPA will attend up to six PDT meetings during the project development process. GPA also assumes that PDT meetings will be held concurrently for all three projects. If additional meetings are required, additional budget may be required.

Task 7 – Plans, Specification and Estimates (PS & E)

MVE will prepare the PS & E per the County and Caltrans standards and submit to the County for review and comment at the 60%, 90% and 100% final completion milestones. Each submittal shall include 5 sets of full size plans and 5 sets of half size plans (if requested), specifications, cost estimates, written responses to comments and the “redlined” set indicating review comments from the previous milestone submittal.

7.1 Roadway Plans

Based on the 30% plans developed during preliminary design, MVE will prepare roadway plans and profile sheets that specify horizontal and vertical alignment data, identify utility conflicts and relocation issues, pavement thickness, curb type (if applicable), sidewalk width and location (if applicable), limits of cut/fill, limits of existing and proposed right-of-way, fencing, paving transitions, grading details, hydraulic impacts, and fencing for environmentally sensitive areas.

- ❖ *Deliverables: Title Sheet, Legend / Abbreviations / General Notes, Typical Cross Sections, Plan / Profile Sheets, Construction Details and Grading Plans.*

7.1.1 Drainage Plans

It is anticipated that existing roadside ditches with native vegetation and percolation measures and/or existing drainage facilities will be utilized. The Preliminary Drainage Report will be updated to include final design criteria. Drainage plan sheets will show systems by number and unit and will include inlet locations with station and offset, pipe layouts, sizes, and end treatments if applicable and where appropriate. Profiles will be developed and will correspond to each system shown on the layout sheets.

- ❖ *Deliverables: Drainage Layout, Profiles, Details, Final Drainage Report*

7.1.2 Erosion Control and Storm Water Pollution Prevention

MVE will prepare permanent Erosion Control Plans to stabilize and restore disturbed areas to the pre-project condition. The Erosion Control Plans will be design in conjunction with the Storm Water Pollution Prevention Plan (SWPPP) standards and include post-construction Best Management Practices (BMPs) such as fiber rolls, native seed mix, straw blankets, tackifier, turf reinforcing mat, bonded fiber matrix, etc. Preparation of the SWPPP and selection of the temporary erosion control will be delegated to the contractor through the special provisions.

- ❖ *Deliverables: Erosion Control Plans, Storm Water Data Report*

7.1.3 Staged Construction and Traffic Handling Plans

MVE will prepare the staged construction and traffic handling plans. These plans will identify the primary construction and traffic handling (temporary signing, number of lanes, width, direction and traffic control). No long term closures or detours are anticipated. Each stage will be depicted at a



scale of 1"=100'. The staging plans will include direct notes to this effect and will be tied directly to the lane closure charts in the specifications to avoid any confusion by the contractor.

We will prepare traffic handling plans for the control of traffic through the work zone in conjunction with roadway widening work. Plans will conform to CA MUTCD standards. Plans may include, but will not be limited to, traffic handling features for roadside work, traffic handling features for reduced travel lane conditions and traffic handling features for one-way flagman control.

Deliverables: Staged Construction and Traffic Handling Plans

7.1.4 Signing and Striping Plans

MVE will prepare signing and striping for work within the project limits, in accordance with County, Caltrans and CA MUTCD design standards to include:

- Striping detail
- Pavement markings
- Permanent signage

❖ *Deliverables: Signing and Striping Plans*

7.2 Cost Estimates

The cost estimate prepared during preliminary design will be updated at the 30%, 60%, 90% and 100% final submittals. The estimate will include Caltrans standard bid item descriptions, calculated plan quantities, unit costs and total costs. Immediately prior to the final submittal, the unit cost data will be verified using all the latest available bid cost data from recent and comparable construction projects. Quantities will be summarized on a quantity sheet in the plan set.

❖ *Deliverables: 30%, 60%, 90%, 100% and Final Cost Estimates, Quantity Summary Sheet*

7.3 Specifications

MVE will prepare project specifications, including the technical special provisions based on Caltrans Standard Special Provisions and the general County-provided boilerplate, to be provided in Word format. Specifications will be provided in outline form for the 60% submittal. Full specifications will be provided at the 100% and final design milestones.

❖ *Deliverables: 60% Spec Outline, 100% and Final Specifications*

Task 8 - Right-of-Way Services

Associated Right of Way Services, Inc. (AR/WS) and the PDT will provide project management, appraisal, appraisal review and acquisition services for the County for the HSIP/HR3 Cycle 5 Projects. Appraisal reviews will be provided with a qualified independent review appraiser subconsultant. AR/WS services will comply with pertinent sections of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the applicable sections of the Caltrans Right of Way Manual.



AR/WS's scope is based on the following assumptions for **River Road**:

- There are a total of one (1) parcel owned by up to one (1) separate owner.
- Only minor site improvements are affected. No significant improvements are affected.
- No significant severance damages accrue to the remainder properties as a result of the proposed property acquisitions or construction of the project.
- No tenant's consents or clearing of lessees interests are included.
- There are no relocations required.

AR/WS's scope is based on the following assumptions for **Lake Road**:

- There are a total of one (1) parcel owned by up to one (1) separate property owner.
- Only minor site improvements are affected. No significant improvements are affected.
- No significant severance damages accrue to the remainder properties as a result of the proposed property acquisitions or construction of the project.
- No tenant's consents or clearing of lessees interests are included.
- There are no relocations required.

8.1 Project Management - General Consultation

- Establish work process with County and schedule, manage and coordinate all real estate functions.
- On-going consultation, meetings and recurring project management duties.
- Coordinate with County, design engineer, surveyor, independent review appraiser, property acquisition agent and legal counsel.
- Assistance with analyzing various courses of action. Work with County to resolve problems and recommend solutions.
- Contract management, budget monitoring and control, and project reporting.
- Implementation and compliance with Uniform Act guidelines.
- Maintaining accurate records. Monitor work plan and work flow.

8.2 Appraisal Services

- Appraisals to be provided as one original with two copies addressed and delivered to County staff as directed.
- The initial appraisal budget does not include the time or expense of damage analysis for properties that suffer a decrease in value due to the proposed acquisition and/or the construction of the project. Should it be determined there are damages and/or benefits to properties, additional services will be billed on an hourly basis following a discussion with the County and amendment to our agreement. Dedication requirements or other circumstances may also require a need for additional sets of data, supplemental meetings, research, analysis and/or alternative conclusions.
- Appraisals to be prepared in accordance with California Eminent Domain Law, California Government Code Section 7260 et seq., Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt, the Caltrans Right of Way Manual and 49 CFR, Part 24.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.



- Prepare appraisal reports in a Summary Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (b).
- Appraisal is for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320.
- The appraiser will issue the necessary public acquisition informational brochure to all owners.
- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
 - The project for which the property is taken
 - The eminent domain proceeding in which the property is taken
 - Any preliminary actions of the acquiring authority relating to the taking of the property.
- The appraiser will work directly with the Review Appraiser.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any loss of goodwill valuations should be performed by others under direct contract to the County.

8.2.1 Right-of-Way Services Optional Task #1 - See Task 10.4

8.3 Required Information (Appraisal)

- Adequate appraisal maps
- Legal descriptions and plat maps
- Design information and construction plans
- Current title reports for each ownership
- Legal opinions as necessary
- Environmental reports

8.4 Appraisal Review

AR/WS proposes to subcontract with a qualified independent review appraiser for these services.

- Upon receiving appraisal reports, an office review of the reports using the various standards prescribed by the Federal and State Uniform Acts, Federal Highway Administration, Caltrans appraisal procedures, Uniform Standards of Professional Appraisal Practice (USPAP) and the California Eminent Domain codes will be completed.
- A checklist identifying the various requirements of the appraisal reports will be used to ensure that the reports contain all of the prescribed requirements.
- Review appraiser will prepare a summary of the appraisal process and provide comments regarding any omissions or problems with the reports, such as lack of reasonable support for the appraisal conclusions.
- Review appraiser will make initial call to the appraiser to inform the appraiser that the reports are being reviewed. Comments will be provided to the appraiser for discussion.
- Schedule a field review and, if needed, schedule a meeting with the appraiser.
- Communicate with the County to clarify potential issues, resolve problems and notify the County of progress.
- If required by the County, review comments will be provided to the County at the same time they are sent to the appraiser.
- Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

8.5 Negotiations / Acquisitions



- AR/WS is to prepare acquisition documents. Said documents include, but are not limited to, offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, public acquisition brochure and goodwill information sheet (if not addressed in the County brochure).
- All acquisition documents to receive County's written approval prior to use in the field. If agreement with all owners and other required interests cannot be reached, AR/WS will advise the County that negotiations have reached an impasse. The County will consider scheduling of an action in eminent domain including the required public necessity hearing. AR/WS will provide condemnation support as needed and requested, budget allowing. AR/WS will initiate and maintain individual acquisition files.
- If settlement with owners and other required interests is reached pursuant to the County approved appraisal or County approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to the County. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require the County's written approval before implementation of any settlement agreement.
- AR/WS will establish with the County a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by the County.
- All discussions for the acquisition of property or an interest therein will be directed to result in the payment of just compensation.
- AR/WS will make every reasonable effort to acquire property on behalf of the County expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated. The County will provide ongoing feedback to AR/WS as to authorization for settlements.

8.8 Required Information (Acquisition)

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on the County's behalf.
- Selection of title company.
- Review and approval of title company prepared escrow instructions including acceptable condition of title.

8.9 Relocation Assistance Services

Relocation assistance is not anticipated to be needed for this project.

Task 9 - Bidding and Construction Support

It is assumed that the County will advertise the project for bidding and distribute the plans to the prospective bidders. The MVE team will be available during the bidding and construction phase to



assist the County in responding to all Requests for Information (RFI). Work associated with this task will include:

- Assist the County in preparing a Notice to Bidders and attending a pre-bid meeting as requested.
- Responding to Requests for Information (RFI) providing clarifications and responding to questions during the project advertisement phase.
- Attend Pre-Construction Meeting.
- Responding to Requests for Information (RFI) providing clarifications and responding to questions during the construction phase.
- Review demolition plans, falsework and shop drawings, as applicable and provide consultation support for the construction contract.
- Altering project plans to address inconsistencies or design flaws.

Task 10 - Optional Tasks

10.1 Biological Assessment (BA)

If the findings of the NES indicate the need for a Biological Assessment (BA), GPA will conduct biological technical studies and prepare the Biological Assessment Report. A Biological Assessment will be prepared under the direction and guidance of Caltrans and their informal consultation with the United States Fish and Wildlife Service (USFWS).

10.2 Visual Impact Assessment (Abbreviated) (River Road Only)

GPA will conduct an abbreviated Visual Impact Assessment (VIA) for the project to describe the existing visual setting and potential project impacts. The assessment will describe the existing visual character and quality of the ESL, and will identify existing viewsheds, up to two (2) key viewpoints, and key viewer groups that will be most affected by the project. The assessment will utilize information provided by the design engineers and the County, including project plans and sketches (if available) to analyze how the project will impact these viewpoint and viewers, and recommend measures to minimize these impacts, if appropriate. GPA will create up to two (2) visual simulations to depict post-project conditions to be included in the VIA. GPA will summarize the findings of the assessment in an abbreviated VIA that is consistent with all requirements included in the Caltrans SER.

- ❖ *Deliverables:* One (1) electronic copy and two (2) hard copies of the abbreviated Visual Impacts Assessment.
- ❖ *Key Assumptions:* Any sketches of the project design and/or design details, as well as identification of what trees would be removed and/or pruned to accommodate the project, will be made available to GPA prior to initiating the VIA. No more than two visual simulations will be required.



10.3 Informal Endangered Species Act Consultation (West Main Only)

As outlined above, a search of the CNDDDB Database identified three federally listed (threatened, endangered) species that have the potential to be present in or near the project area. Under the Federal Endangered Species Act (FESA), if the project may affect a listed species or designated critical habitat, Section 7 consultation with USFWS is required. Based on existing site conditions, GPA anticipates that Section 7 consultation may be required with USFWS for potential impacts on federally threatened California red-legged frog, giant garter snake, and California tiger salamander. It is anticipated that informal consultation will be adequate for compliance with Section 7 of the FESA.

A search of the CNDDDB Database also identified state-listed species (threatened, endangered, species of concern) that have the potential to be in or near the project area. Under the California Endangered Species Act (CESA), if the project may affect a state-listed species, consultation with the CDFW is required. Based on existing site conditions, consultation with CDFW may be required for impacts on state threatened giant garter snake and California tiger salamander. It is anticipated that informal consultation will be adequate for compliance with CESA.

GPA will perform a site assessment for California red-legged frog and California tiger salamander and will send the assessment results to the USFWS for review as required. If the USFWS determines that protocol-level surveys for California red-legged frog or California tiger salamander are necessary, the agency will send correspondence requesting the surveys to GPA and the County.

GPA will coordinate with the County and Caltrans as needed for review and submittal of the consultation initiation packages to USFWS and CDFW, and will coordinate as needed to complete the process and obtain a Letter of Concurrence from the USFWS and concurrence from the CDFW, if this is the appropriate determination. If requested, GPA will attend an internal meeting and/or agency meeting held as part of the consultation process.

GPA will provide ongoing support to the County to streamline the FESA and CESA consultation processes, including preparation of supplemental information requested by any of the agencies. GPA will also provide technical assistance to the design engineers and County to refine impact avoidance, minimization, and mitigation measures, as required by resource agencies to reduce project impacts on listed species to the maximum extent feasible.

- ❖ *Deliverables: One electronic copy and up to three hard copies of the consultation package, including the habitat assessment.*
- ❖ *Key Assumptions: Impacts on endangered species and/or potential habitat will be avoided through project design, and informal section 7 will be the appropriate level of consultation federally and state listed species. If formal consultation is required, GPA will submit a separate scope and cost for this work.*

10.4 Right-of-Way Services Optional Task #1

Additional right of way services required for one additional parcel, assumes:

- Only minor site improvements are affected. No significant improvements are affected.
- No significant severance damages accrue to the remainder properties as a result of the proposed property acquisitions or construction of the project.
- No tenant's consents or clearing of lessees interests are included.
- There are no relocations required.

10.5 Utility Coordination (Additional)

MVE will complete all utility conflict maps, transmission and coordination with applicable utility companies as requested.

10.6 Drainage Study (Additional)

On-Site analyses will involve developing watershed boundaries for the project areas and developing flows based on the Rational Method.

A preliminary drainage report will be prepared to document the preliminary drainage and hydrology studies. The memo will provide a discussion of the existing conditions and facilities in the project area, the On-Site hydrologic analysis and preliminary design methodologies, existing and post-project drainage patterns and conditions and any issues of special concern or significance.

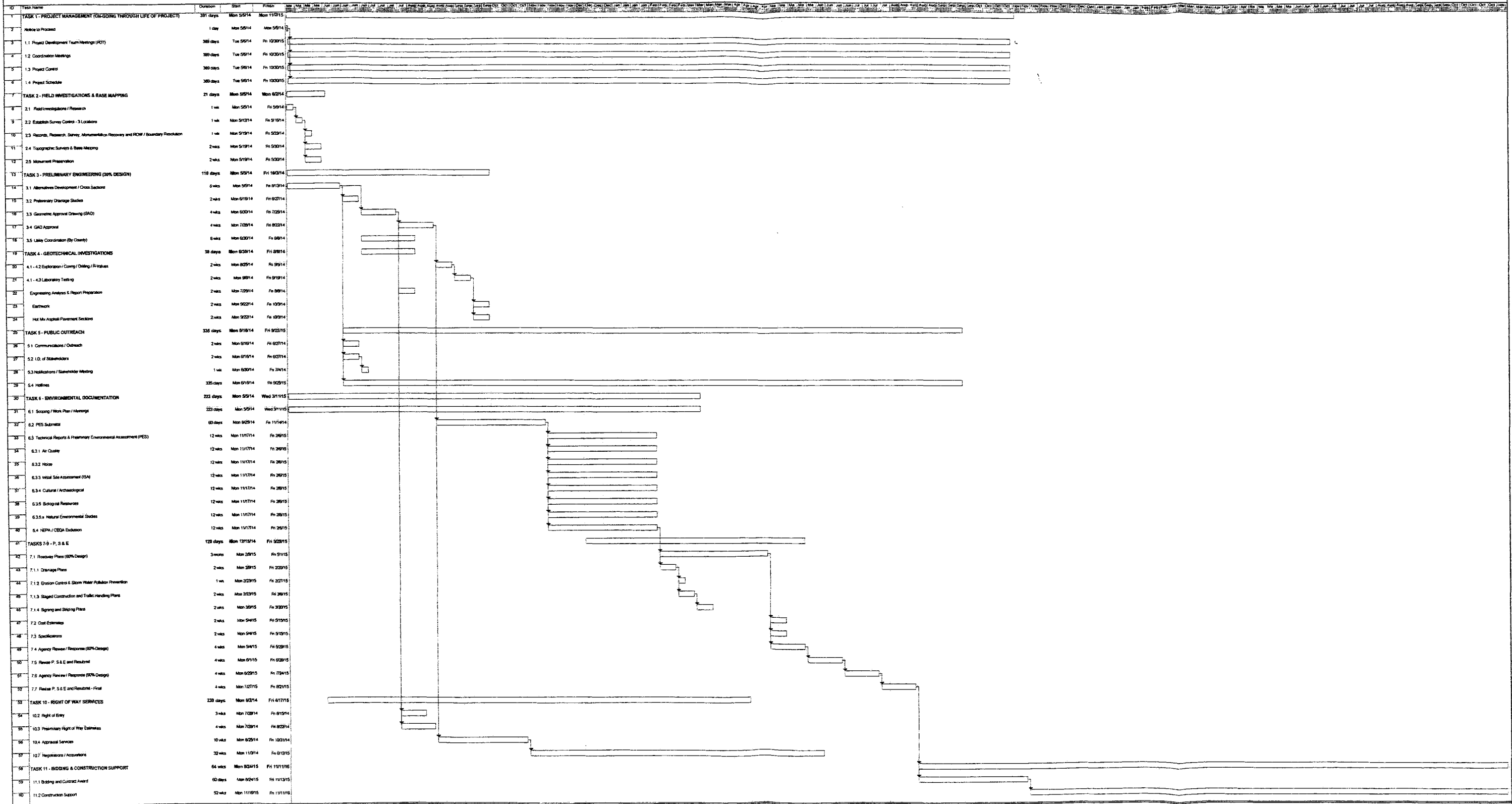
In-depth hydraulic calculations will be performed to develop appropriate roadside facilities for the project area. As part of the design, MVE will evaluate opportunities for incorporating long-and-short term storm water treatment and control measures into the project to comply with County and Caltrans standards.

EXHIBIT C
CONSULTANT'S FEE SCHEDULE

**EXHIBIT D
PROJECT SCHEDULE**



HSP / HR3 CYCLE 5
(ALL-INCLUSIVE ENGINEERING SERVICES)
FEDERAL PROJECT
NOS. HRRRL - 5938 (211), HRRRL - 5938 (212), AND HRRRL - 5938 (213)



Project: HSP/HR3 Cycle 5 Schedule
Date: Thu 3/20/14
NOTE: THE ABOVE SCHEDULE IS INTENDED TO REPRESENT THE THREE SEPARATE PROJECTS BEING PROCESSED SIMULTANEOUSLY.

