

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

DEPT: Public Works

[Signature]

BOARD AGENDA # *C-1

Urgent

Routine

AGENDA DATE May 6, 2014

CEO Concurs with Recommendation YES NO

(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Quincy Engineering of Sacramento, California, for the Milton Road over Rock Creek Tributary Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLS-5938 (201)

STAFF RECOMMENDATIONS:

1. Award a contract for All-Inclusive Bridge Engineering Services to Quincy Engineering of Sacramento, California, in the amount of \$466,366 for the Milton Road Rock Creek Tributary bridge replacement project.
2. Authorize the Director of Public Works to execute a contract with Quincy Engineering in the amount of \$466,366, and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$466,366 is needed to fund the All-Inclusive Bridge Engineering Services contract. An Authorization to Proceed (E-76) has been secured from Caltrans for the Preliminary Engineering (PE) phase of the project in the amount of \$675,000. The PE phase of this project is 100% federally funded by the Highway Bridge Program. Funding is available in the current fiscal year's Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2014-215

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
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:

[Signature: Christine Ferraro]

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Quincy Engineering of Sacramento, California, for the Milton Road over Rock Creek Tributary Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLS-5938 (201)

DISCUSSION:

The Milton Road over Rock Creek Tributary Bridge was built in 1918. The current structure allows for two travel lanes with a shoulder on either side. The sufficiency rating of this bridge is 50.0, on a scale of 100 based on Caltrans' bridge inspection report dated August 8, 2013.

Milton Road is a rural county road in the northern part of Stanislaus County that travels in the north/south direction. The bridge is located approximately 3.4 miles north of State Route 4 and serves as a major rural collector into Stanislaus County.

This phase of the bridge replacement project consists of Project Approval and Environmental Documentation (PA&ED) which will also identify the bridge replacement strategy. Public Works staff advertised a Notice for Request for Qualifications for All-Inclusive Bridge Consultant Services for various projects within Stanislaus County on November 10, 2012, to establish a list of qualified bridge consultants eligible to propose on request for proposals for upcoming projects. This list is valid for two years.

The County solicited proposals to previously qualified consultants on this list for the Milton Road over Rock Creek Tributary bridge replacement project on September 25, 2013.

The scope of design services includes:

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

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

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

On September 25, 2013, five proposals were submitted for review. All proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal. Below is a list of consulting firms that submitted proposals:

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Quincy Engineering of Sacramento, California, for the Milton Road over Rock Creek Tributary Bridge Replacement Project in Stanislaus County, Federal Project Number: BRLS-5938 (201)

- Cornerstone Engineering
- Quincy Engineering
- Parsons Brinckerhoff
- MGE Engineering
- Wildan Engineering

Proposals were evaluated based on the following evaluation criteria:

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

Public Works staff reviewed the proposals and recommends awarding a contract in the amount of \$466,366 to Quincy Engineering of Sacramento, California, as the most qualified consultant based on the results of the evaluation criteria.

POLICY ISSUES:

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

STAFFING IMPACT:

There are no staffing impacts associated with this item.

CONTACT PERSON:

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

STANISLAUS COUNTY
Addendum to Professional Design Services Agreement

Consultant: Quincy Engineering
Project: Milton Road over Rock Creek Tributary Bridge Replacement
Contract No. 9594
Federal Aid No. BRLS-5938(201)
Award Date & Board Resolution No. 2014-215, May 6, 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 **May 6, 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 **January 4, 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.

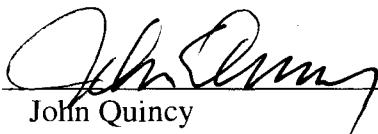
C. Any substitution of subcontractors must be approved in writing by the COUNTY.

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

COUNTY OF STANISLAUS

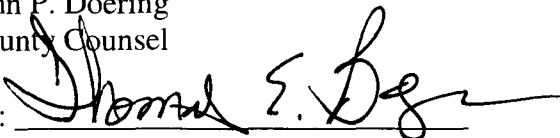
QUINCY ENGINEERING

By: 
Matt Machado, Director
Department of Public Works

By: 
John Quincy
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

ATTACHMENTS

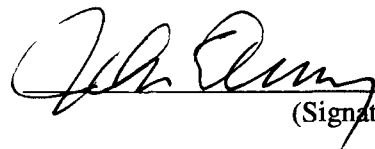
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

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.

4-9-14
(Date)


(Signature)

Project: Milton Road over Rock Creek Tributary Bridge Replacement
Contract No. - 9594
Federal Aid No. - BRLS-5938.(201)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

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

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.

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.

**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 **Quincy Engineering of Sacramento, California**, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2014-215 adopted on the 6th day of May, 2014, awarded to Consultant the following Contract:

**Milton Road over Rock Creek Tributary Bridge Replacement Project
Contract No. 9594
Federal Aid No. BRLS-5938(201)**

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 Sixty-Six Thousand Three Hundred Sixty-Six Dollars (\$466,366)**. 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, "Indemnatee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

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

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

regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

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

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

7.0 GENERAL PROVISIONS

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

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

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

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

- a. Project Manager: Lance Schrey
- 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: Sam Chrun, Project Manager
1716 Morgan Road
Modesto CA 95358

If to Consultant:
Quincy Engineering
Attn: Lance Schrey, Project Manager
3247 Ramos Circle
Sacramento CA 95827

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

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

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

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are

required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

faith negotiations.


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

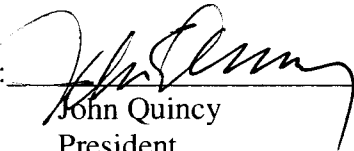
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

QUINCY ENGINEERING

By: 
Matt Machado, Director
Department of Public Works

By: 
John Quincy
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

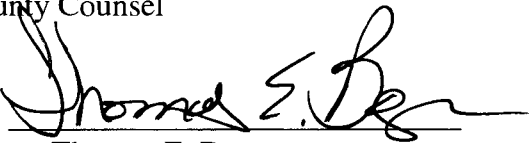
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
Director

Colt Esenwein, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

1716 Morgan Road, Modesto, CA 95358
Phone: 209.525.4130 Fax: 209.541.2505

www.stancounty.com/publicworks

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS FOR
MILTON ROAD OVER ROCK CREEK TRIBUTARY BRIDGE PROJECT
ALL-INCLUSIVE BRIDGE ENGINEERING SERVICES

Federal Project No.: BRLS-5938(201)
State Bridge No.: 38C-0231

Invitation Date: August 23, 2013
Questions Deadline: 5:00 PM, September 18, 2013
Last Addendum: 5:00 PM, September 20, 2013
Proposal Due Date: 5:00 PM, September 25, 2013

Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for all-inclusive bridge engineering services for the Milton Road over Rock Creek Tributary Bridge project located in Stanislaus County.

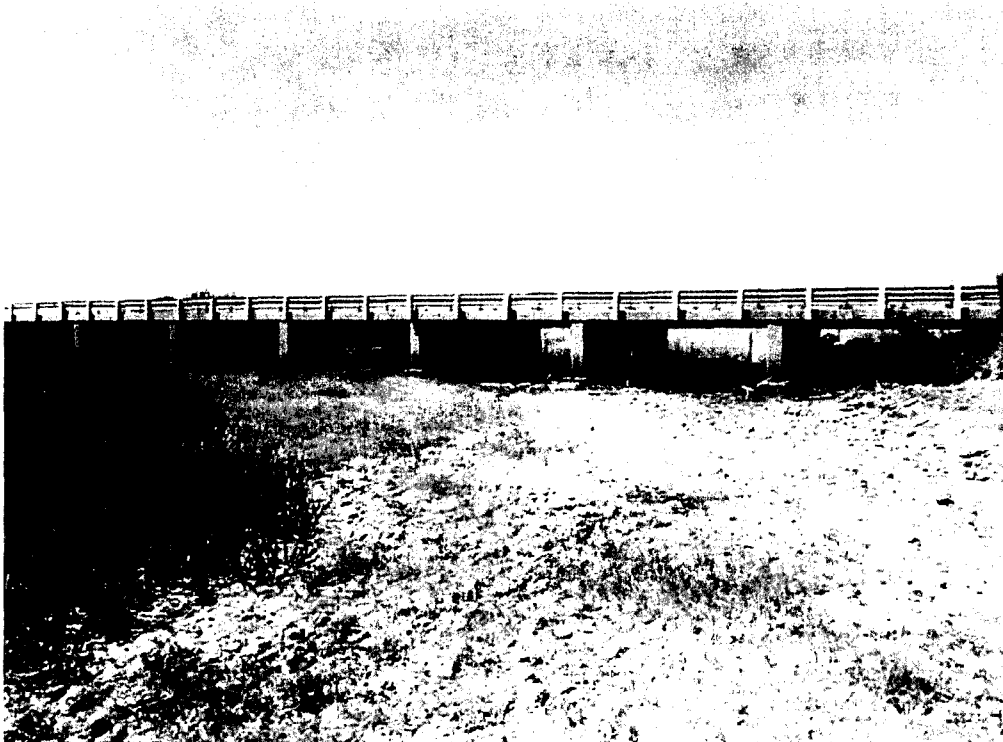
PROJECT DESCRIPTION

The Milton Road over Rock Creek Tributary Bridge was built in 1918 and the structure is classified as a continuous Reinforced Concrete (RC) four span T-beam on RC two column bents. In 1990, supplemental concrete columns were added to bents 3, 5 and 6. In 1968, the bridge was widened at both sides with end-diaphragm abutments and RC pier walls on spread footings were added.

Milton Road is a rural County road that travels in the north/south direction. The bridge is located about 3.4 miles north of State Route 4.

The Purpose of the project is to improve public safety. The California Department of Transportation (Caltrans), Bridge Inspection report identifies the major deficiencies with the Milton Road over Rock Creek Tributary Bridge. The bridge has shallow deck spalls, wide soffit cracks on all spans, exposed longitudinal reinforcement near pier 4; in addition, the structure is classified as scour critical. The spread footing at both sides of all piers is heavily abraded with exposure and undermining. The Milton Road over Rock Creek Tributary bridge replacement project is necessary

due to the bridge structure being deemed Structurally Deficient (SD) with a sufficiency rating (SR) of 48.8. Additional deficiencies may exist and be discovered as a result of additional studies or investigation performed by the winning consultant. The bridge deck has been flooded in the past and the consultant should analyze the elevations of the roadway leading toward the bridge in each direction and establish the top of bank for the creek. The Consultant shall consider and account for anticipated seasonal flows as well as the prospect of flood releases and the use of the natural channel to convey irrigation water. The consultant shall identify such parameters and the design shall identify means of conveying such flows through the site during construction.



Existing bridge side view looking west.

SCOPE OF WORK

The estimated schedule for the project is as follows:

Project Advertisement and Environmental Document: November 2013 – February 2015

Plans, Specifications, and Estimate:

30% : May 2014

60% : March 2015

90% : July 2015

100%: March 2016

Right of Way: February 2015 – February 2016

Bidding and Award Contract: August 2016

Construction: January 2017

The scope of services will consist of the engineering design and preparation of 100% contract documents consisting of plans, specifications and cost estimates for the construction of this project.

The scope of services will also include the necessary environmental studies, right of way services and work scopes to assist the County to obtain required State and Federal environmental permits and authorizations.

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

The Consultant shall conduct a field topographical survey to be used for the roadway design. The survey shall also include boundary lines and monumentation necessary to prepare right of way maps. Consultant shall prepare a final right of way map, plats, and legal descriptions for use by the County in the acquisition of all necessary parcels and easements.

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.

ENVIRONMENTAL: Consultant shall complete all aspects of environmental review as required under NEPA and CEQA and obtain all permits required to comply with applicable federal, state and local environmental laws and regulations. Consultant shall pro-actively coordinate environmental review and permitting activities, 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 minimize cost and time delays. Consultant shall coordinate with environmental permitting agencies to identify and resolve potential environmental issues as early in the decision-making process as feasible.

Consultant shall facilitate Caltrans' NEPA determination process by providing any needed technical support, and by coordinating with Caltrans' environmental and technical staff as appropriate in the preparation and submittal of environmental technical information. NEPA work will include preparation and field review of the Preliminary Environmental Study (PES) and preparation of required technical studies to Caltrans satisfaction. All NEPA work shall be prepared in accordance with the Caltrans Standard Environmental Reference (SER).

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

The Consultant shall, based on its experience, specify and explain the anticipated level of NEPA and CEQA review for the project, and describe the scope of work needed to complete these processes at the specified level. This would include identification of the required environmental impact review documents and supporting technical studies as well as work required to ensure that the environmental review processes are completed in accordance with the applicable standard and adequately documented.

Consultant shall identify and explain environmental permit requirements for the project and describe the scope of work required to obtain each permit. Potential permit requirements may include, but are not limited to the following:

- Section 404 Nationwide Permit from the U.S. Army Corps of Engineers
- Section 7 consultation with NMFS and USFWS
- Section 401 Water Quality Certification (or waiver, if applicable) from the California Regional Water Quality Control Board
- Streambed Alteration Agreement from the Department of Fish and Game
- A land use lease from the State Lands Commission,
- An encroachment permit from the Central Valley Flood Protection Board

APPROACH ROADWAY DESIGN

The Consultant shall perform roadway design in accordance to the latest version of the Caltrans Highway Design Manual and County design standards and prepare design plans for construction. Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices.

UTILITY DESIGN AND COORDINATION

Electrical and Lighting Design: The Consultant shall be responsible for all electrical design that might be necessary to complete this project. A qualified licensed electrical engineer shall perform all electrical design.

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

BRIDGE STRUCTURAL DESIGN

The Consultant will perform structural and seismic design investigations, analysis, computations, and prepare detailed structural design plans for the proposed replacement bridge in accordance with the latest Caltrans bridge design techniques including a Foundation Study and Report and a Location Hydraulic Study. If required, a Type Selection Report shall be prepared for approval by the County and Caltrans local assistance. Additional tasks related to the design may include attending meetings such as design coordination meetings, pre-construction conferences, field reviews, field design inspections, and general site visits.

Standard construction materials shall be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, the Consultant shall first obtain approval from the County prior to incorporating them into the design.

Hydraulics: some of the hydraulics items may include but are not limited to items listed below. It will be the Consultants responsibility to determine the appropriate components for proper hydraulic analysis. Some of hydraulics related reports include but are not limited to:

Scour Report: Determine the potential abutment, contraction and pier scour for the preferred project configuration. Determine the potential for degradation and channel migration considering historic changes in channel geometry and land use.

Hydrologic Analysis: Identify the appropriate design flood. Prepare a flood frequency curve for the San Joaquin River channel at the project site.

Existing Condition Hydraulic Analysis: Prepare an existing condition stage discharge curve and flood profile at the bridge site. Identify the existing condition water surface profiles for the most probable 50- and 100-year floods, flood of record and identify the flow of the overtopping flood.

Preliminary Project Hydraulic Analysis: Determine conveyance capacities and estimate the effects, if any, of the preliminary configurations on the water surface elevations of the most probable 100-year flood (FEMA Base Flood).

Final Project Hydraulic Analysis: Prepare a final backwater model representing this bridge including additional project details. Using appropriate model, identify the water surface profiles of the Design Flood, Base Flood (most probable 100-year flood) and other floods of significance to design of the preferred bridge. Identify the minimum required conveyance capacity and the effects of the preferred bridge on risk of flood damage to structures. Determine hydraulic characteristics necessary for estimating potential scour. Prepare figures showing flood profiles and stage-discharge curves as appropriate.

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

RIGHT OF WAY SERVICES

Preliminary Title Reports: the fees for any reimbursable Preliminary Title Reports will be paid by the County. The Consultant shall tabulate the anticipated number of Preliminary Title Reports (and any associated fees) required for the project. This information shall be attached with the Fee Proposal and submitted inside the sealed envelope.

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

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

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

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

PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

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

Plans: The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be prepared using AutoCAD Civil 3D 2010 format. Standard Caltrans abbreviations shall be strictly used throughout. For 100% PS&E: one bond copy stamped and signed of plans, one mylar copy stamped and signed, all digital CAD files in appropriate County format.

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

Estimate: Project estimate prepared by the Consultant shall use Caltrans standard bid item descriptions wherever possible. Three hard copies and one electronic copy on a CD of final signed and stamped engineer's estimate s shall be delivered to the County after 100% plans are signed by the engineer.

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 plans to address any design flaws or inconsistencies, attendance of the pre-construction meeting, review of demolition plans, review of false work and shop drawings, consultation for the construction contractor.

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

Detail Scope of Services: may be attached as appendix at the end of proposal. Detail Scope of Services shall not show any fees. The proposal should contain a detailed scope of work that demonstrates the requisite knowledge and experience and addresses anticipated requirements. The proposal should include all required tasks, as either proposed or optional services. The proposal should describe the methodology to be used, specific work to be performed, outcomes and work products. The proposal shall include a risk matrix for the project.

The proposal shall not exceed 20 pages (double sided is acceptable), not including resumes, no more than one sheet per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Bridge Engineer/Architect, Principal in charge), including a cover letter. Any attachments/appendixes (such as Detail Scope of Services) will not be counted as part of the 20-page proposal limit. A digital copy of the proposal, in PDF format, shall be included with the original proposal.

The objective of this request is to obtain a proposal from the pre-qualified consulting firms as listed on the current County Bridge Engineer Consultant list. The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in environmental process, bridge design and the availability and commitment of the firm and its team. Elaborate or glossy proposals are neither expected nor desired.

In its proposal to the County for doing all-inclusive (turnkey) consulting work for the Project, the consultant will provide County with an outline of all tasks. Suggested outline is Caltrans WBS format. Outline will not be counted as part of the page limit.

- The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects.
- **Risk Matrix:** As relevant studies are developed for this project, it is possible that discoveries might be made that would require the consultant to perform additional work for this project. Therefore, with this proposal, the consultant is to include a risk matrix that identifies potential risks and analyzes them as to cost, scope and schedule impacts. Risk Matrix will not be counted as part of the 20-page limit.
- In terms of environmental work, the Consultant is to submit a proposal based on the level of environmental assessment anticipated to be required by Caltrans environmental review for the Project. For the purposes of this proposal, the Consultant is to make reasonable assumption as to the level of environmental assessment and provide an explanation of their choice regarding the level of anticipated environmental assessment. The environmental sub-consultant shall follow the Caltrans Standard Environmental Reference (see www.dot.ca.gov/ser).
- The Consultant must include in their proposal a preliminary engineering construction cost estimates for budgeting purposes for all anticipated proposed construction alternatives.

DBE Requirements

- The agency has established a DBE goal for this contract of 8.57%.
- Use attachment(s) 3, 4, 5, etc.

\

SELECTION PROCEDURE

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

- Receive 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 of services and compensation cannot be reached, negotiations with the top ranked Consultant will be closed, and negotiations with the next-highest ranked Consultant will be opened. The process is repeated until a contract is successfully negotiated.
- 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 Attachment 8 - Suggested Evaluation Sheet.

PROPOSAL SUBMITTAL

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

If you wish to be considered for this project, submit three (3) hard copies of your proposal to this office by 5:00 p.m., on September 25, 2013 to:

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

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

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

A copy of this Request for Proposal is available for viewing and download on the Modesto Reprographics website at www.modestoplanroom.com. Please contact Modesto Reprographics at (209) 544-2400 for assistance using the website if needed. All questions regarding the RFP must be submitted **in writing**. Questions shall be submitted to Michael Luevano at luevanod@stancounty.com or fax to (209) 541-2509. 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 - Update form
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 to Professional Design Services Agreement
7. Exhibit 10-B - Suggested Evaluation Sheet
8. Exhibit 10-K - Required to be submitted with proposal
9. Exhibit 10-F
10. Project Vicinity Map and Project Location Map
11. Bridge Report
12. Milton Road at Rock Creek Topo – Sheet 1 and 2.

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. <div style="border: 1px solid black; padding: 2px; width: fit-content; margin-top: 5px;"> Total cost for listed resources in \$ </div>		Name of Prime Consultant						Sub-Consultant 1			Optional Services			Grand Total Hours	Other Direct Costs	Grand Total Cost	Optional Cost	
		Name Title	Name Title	Name Title	Name Title	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs					Total Cost
		\$	\$	\$	\$													
NO.	Task Description																	
1	Project Management																	
	1.1...																	
	1.2...																	
2	Topographic Survey																	
	1.1...																	
	1.2...																	
3	Geotechnical Investigation																	
	1.1...																	
	1.2...																	
4	Environmental / Permitting																	
	1.1...																	
	1.2...																	
5	Public Outreach																	
	1.1...																	
	1.2...																	
6	Right of Way																	
	1.1...																	
	1.2...																	
7	PS&E																	
	1.1...																	
	1.2...																	
8	Construction Support																	
	1.1...																	
	1.2...																	
TOTAL HOURS																		
TOTAL COST																		

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

Attachment-2

Exhibit 10-I

Notice to Proposers DBE Information

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 Sub-consultant/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

EXHIBIT 10-01 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: _____			
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____		11. Preparer's Signature _____	
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		12. Preparer's Name (Print) _____	
19. Local Agency Representative Name (Print) _____		13. Preparer's Title _____	
20. Local Agency Representative Signature _____	21. Date _____	14. Date _____	
22. Local Agency Representative Title _____	23. (Area Code) Tel. No. _____	15. (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-I *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

EXHIBIT 10-O2 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 \$ _____	14. Total % Claimed _____ %
20. Local Agency Contract Number: _____			
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 _____ 16. Preparer's Name (Print) _____ 17. Preparer's Title _____	
24. Local Agency Representative Signature _____	25. Date _____		
26. Local Agency Representative Title _____	27. (Area Code) Tel. No. _____		
Caltrans to Complete this Section		18. Date _____ 19. (Area Code) Tel. No. _____ 28. DLAE Name (Print) _____ 29. DLAE Signature _____ 30. Date _____	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			

- 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 Design
Services Agreement
and
Addendum to Professional Design
Services Agreement**

SAMPLE AGREEMENT FOR 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.

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed _____ . Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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

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

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

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

3.0 TIME OF PERFORMANCE

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

completion may be grounds for termination of this Agreement.

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

4.0 TERM OF CONTRACT AND TERMINATION

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

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

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

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

5.0 INSURANCE REQUIREMENTS

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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- (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.

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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

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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.

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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 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.

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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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.

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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 FOR PROJECTS UNDER \$500,000

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 FOR PROJECTS UNDER \$500,000

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT C

CONSULTANTS FEE SCHEDULE

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT D

PROJECT SCHEDULE

SAMPLE ADDENDUM

STANISLAUS COUNTY
Addendum to Professional Design Services Agreement
for Federally Funded Projects over \$150,000

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

SAMPLE ADDENDUM

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

SAMPLE ADDENDUM

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
Suggested Evaluation Sheet

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET

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

*Notes:

1. To maintain the integrity of a competitive negotiation/qualifications based selection procurement, the total of all allowable non-qualifications based evaluation criterion (such as locality preference or DBE participation) cannot exceed ten (10) percent of the total evaluation criteria. The ten percent limitation applies only to non-qualifications based evaluation criterion and should not be considered as a limitation for specific DBE contract goals established by a contracting agency in accordance with its approved DBE program. (see http://www.fhwa.dot.gov/programadmin/172qa_07.cfm).
2. For projects other than "Architectural & Engineering" services, as defined in Section 10.1, cost is one of the criteria, or may be the sole criterion. DBE participation by the consultant shall not be used as one of those criteria listed above.
3. The evaluation criteria and suggested maximum points shown above are not mandatory, but are recommended in the interest of maintaining consistency among the hundreds of agencies utilizing federal or state funds.
4. The evaluation criteria and weighted value must be identified in the RFP. If the RFP has different evaluation criteria or weighed values then the information above would have to be changed to match.
5. Caltrans participation on the interview panel does not relieve the local agency of its responsibility to ensure that proper procurement procedures are followed and requirements are met.

Distribution: Local Agency Project Files

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&I 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.

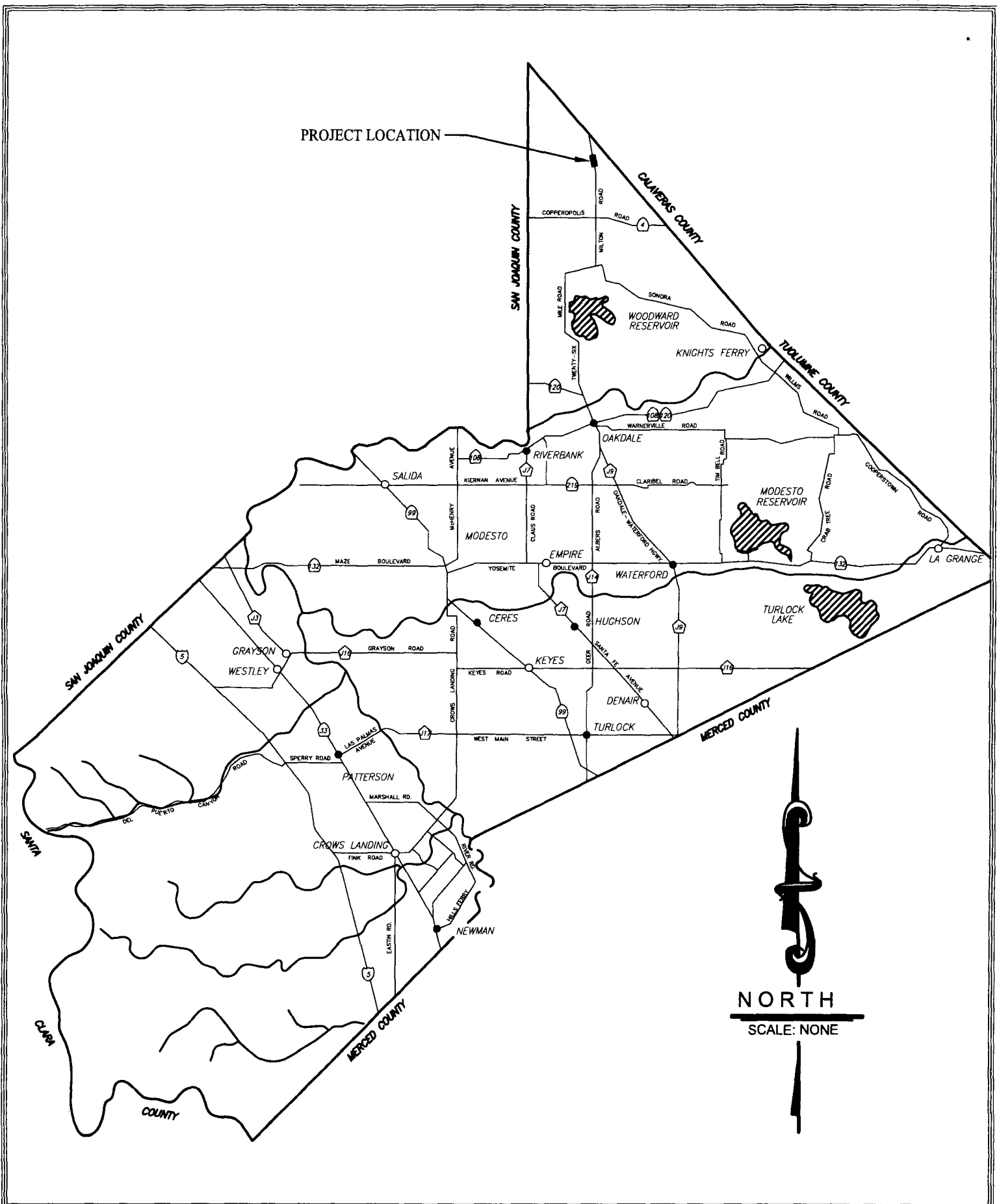
(Date)

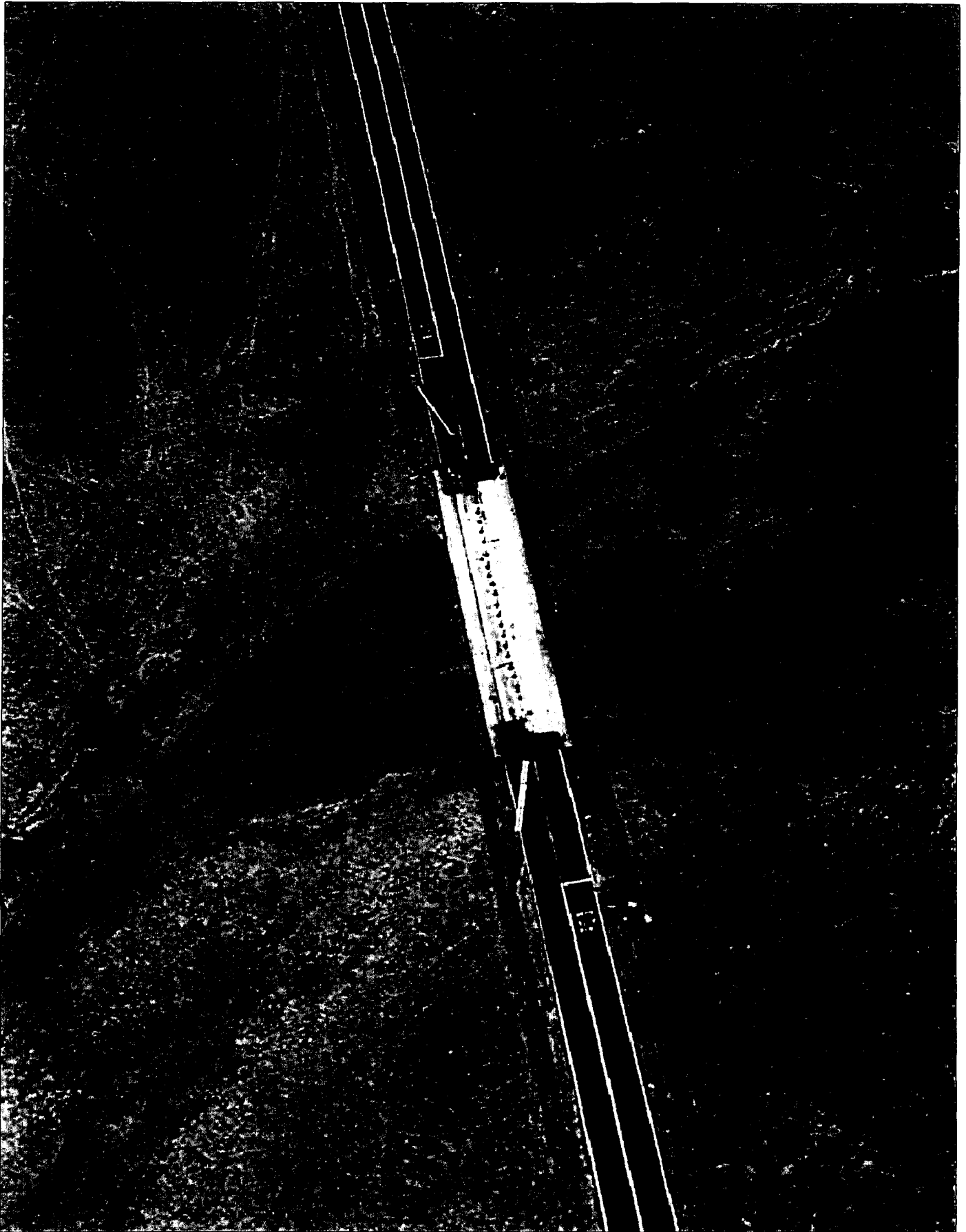
(Signature)

Distribution: 1) Local Agency Project File (Original & Contract)
2) DLAE (with contract copy)

Attachment-10

Project Vicinity Map And Project Location Map





STANISLAUS COUNTY

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

PROJECT LOCATION MAP
MILTON ROAD OVER ROCK CREEK TRIBUTARY
BRIDGE PROJECT
STATE BRIDGE NO.: 38C0231

Attachment-11

Bridge Report

Attachment-11

Bridge Report



DEPARTMENT OF TRANSPORTATION
Structure Maintenance & Investigations

Bridge Number : 38C0231
Facility Carried: MILTON ROAD
Location : 3.7 MI N/O SR 4
City :
Inspection Date : 08/08/2011

Bridge Inspection Report

Inspection Type

Routine FC Underwater Special Other

STRUCTURE NAME: ROCK CREEK TRIBUTARY

CONSTRUCTION INFORMATION

Year Built : 1918 Skew (degrees): 0
Year Widened: 1968 No of Joints : 0
Length (m) : 43.6 No of Hinges : 0

Structure Description: 1918 Original: Continuous RC "T" Beam (4 each) on RC 2 column bents
Supplemental concrete column (2 to 4 each) added to Bents 3, 5 and 6
in 1990
1968 Widen at both sides: RC slab (7.25 FT at right, 7.5 FT at
left) with end-diaphragm abutments and RC pierwalls
All on spread footings

Span Configuration : 7 @ 6.1 m

LOAD CAPACITY AND RATINGS

Design Live Load: UNKNOWN
Inventory Rating: 21.3 metric tonnes Calculation Method: LOAD FACTOR
Operating Rating: 35.5 metric tonnes Calculation Method: LOAD FACTOR
Permit Rating : GGGGG
Posting Load : Type 3: Legal Type 3S2: Legal Type 3-3: Legal

DESCRIPTION ON STRUCTURE

Deck X-Section: 0.1 m r, 9.8 m, 0.1 m r
Total Width: 10.0 m Net Width: 9.8 m No of Lanes: 2
Rail Description: MBGR on W6 Posts Rail Code: 0000
Min Vertical Clearance: Unimpaired

DESCRIPTION UNDER STRUCTURE

Channel Description: Earth Upstream at right side

INSPECTION COMMENTARY

HISTORY:

As the result of a punch-through hole on the bridge deck in the original portion at Bay 2
in Span 5 on December 2010, the County closed the northbound lane and opened the
structure to one-way traffic with a stop sign at both ends

At this time, the repair was made but the temporary lane restriction remains on the
bridge

WORK DONE:

The punch-through hole in the northbound deck was repaired with new PCC. See attached
photos #3 through 5

REVISIONS:

Element 12 - Concrete Deck (Bare) revised quantity (245 square meters) from Condition

INSPECTION COMMENTARY

State 4 to 3 The punch-through hole in the original bridge deck was repaired but there are shallow deck spalls as the result from the surface AC removal

INSPECTION ACCESS.

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

CONDITION OF STRUCTURE:

The bare exposed original bridge deck has shallow deck spalls and surface abrasion throughout with up to 3 FT long x 16 IN wide x 1 IN deep spalls near the centerline of the roadway over Spans 5 and 6 See attached photo #6

There are 0.013 IN to 0.02 IN (0.3 mm to 0.5 mm) wide soffit cracks with moderate efflorescence on all spans There are also a few 6 IN (0.15 m) wide exposed transverse soffit reinforcement observed in Spans 3 and 6 in Bay 3 See attached photo #7

Except for the 8 IN (0.2 m) edge spall on Girder 1 in Span 3 with 4 IN (0.1 m) exposed longitudinal reinforcement near Pier 4, the remaining edge spalls along the bottom of Girder 1 in Spans 4 through 7 are varied in length from 8 IN to 20 IN (0.2 m to 0.5 m) with no exposed reinforcement See attached photo #8

There is a 2.5 IN (6.0 cm) wide full-height vertical crack at the middle of Abutment 1 face, below Girder 3 This condition was first mentioned in 03/27/1986 Supplemental Bridge Inspection Report, and has generally been stable See attached photo #9

There is a 0.8 IN (2.0 mm) wide diagonal crack at the top of the supplemental concrete columns at the middle of Pier 6 in Span 5

Since this structure was classified as scour critical the last stream section taken on 08/19/2009 was verified at this time There is an aggradation of up to 10 IN (0.25 m) at the edge of the concrete footing pad of Pier 5 in Span 4 There are no significant changes to the last measurements along the remaining spans

SCOUR

The spread footing at both sides of all the piers is heavily abraded with exposure and undermining The footing thickness noted on the As-Built drawings is 18 IN (0.46 m) According to the supplemental bridge report, dated 06/05/1990, the middle supplemental columns were installed The footing of the supplemental columns in Piers 3, 5 and 6 has also severely eroded and undermined. The channel bed underneath the structure in all spans has up to 18 IN (46 cm) high degradation

Following is the condition of the footing at the abutment and piers:

Abutment 1 - 20 IN (51 cm) vertically is exposed at upstream (right) and 8 IN (20 cm) vertically is exposed at downstream. See attached photo #10.

Pier 2 - Upstream and downstream of the original footings are exposed up to 16 IN (40 cm) vertically. See attached photo #11

Pier 3 - Upstream concrete footing pad is exposed 18 IN (46 cm) high with 19 IN (48 cm) of undermining in Span 3 side There is 32 IN (81 cm) high exposure at the middle two supplemental columns There are four (4) supplemental reinforced concrete columns at Span

INSPECTION COMMENTARY

2 side. See attached photos #12 and 13

Pier 4 - Upstream concrete footing pad is exposed 17 IN (43 cm) of high with 9 IN (23 cm) undermining in Span 4 side. See attached photo #14

Pier 5 - This pier has the most severe scour condition. The upstream and downstream concrete footing pads are both exposed 20 IN (51 cm) high with 12 IN (30 cm) of undermining. The supplemental interior columns have been exposed 3 FT (1 m) high and the bottom almost completely undermined. There are two (2) supplemental reinforced concrete columns at the middle of the pier. See attached photos #15 and 16.

Pier 6 - The upstream and downstream concrete footing pads are exposed 12 IN (30 cm) vertically and up to 3 FT (1 m) at the middle supplemental columns. There are four (4) supplemental reinforced concrete columns on Span 5 side. See attached photo #17

Pier 7 - Upstream (right) footing is exposed 20 IN (51 cm) high with 12 IN (30 cm) of undermining. See attached photo #18

LOAD CAPACITY:

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

SIGNS:

The following signs are still in place at both approaches to the structure

1. "NO WIDE LOAD 3.3 MI AHEAD"
2. "RIGHT LANE CLOSED AHEAD"
3. "STOP SIGN AHEAD"
4. "STOP" sign

MISCELLANEOUS

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

<u>ELEMENT INSPECTION RATINGS</u>										
Elem No.	Element Description	Env	Total		Qty in each Condition State					
			Qty	Units	St 1	St 2	St. 3	St. 4	St. 5	
12	Concrete Deck - Bare	2	245	sq m	0	0	245	0	0	0
38	Concrete Slab - Bare	2	195	sq m	0	195	0	0	0	0
110	Reinforced Conc Open Girder/Beam	2	174	m	0	0	174	0	0	0
205	Reinforced Conc Column or Pile Extension	2	10	ea	0	2	0	0	0	0
210	Reinforced Conc Pier Wall	2	59	m	0	59	0	0	0	0
215	Reinforced Conc Abutment	2	20	m	18	2	0	0	0	0
220	Reinforced Conc Submerged Pile Cap/Footing	2	13	ea	0	0	13	0	0	0
337	Metal Railing (W6X25 Posts)	2	87	m	87	0	0	0	0	0
358	Deck Cracking	2	1	ea	0	0	0	1	0	0
359	Soffit of Concrete Deck or Slab	2	1	ea	0	0	0	1	0	0
361	Scour	2	1	ea	0	1	0	0	0	0

WORK RECOMMENDATIONS

RecDate: 08/19/2009	EstCost:	Repair the full height vertical crack on
Action : Sub-Misc.	StrTarget: 2 YEARS	the face of Abutment 1.
Work By: LOCAL AGENCY	DistTarget:	
Status : PROPOSED	EA:	
RecDate: 02/26/1998	EstCost:	Stabilize the foundation under scoured
Action : Sub-Scour Mitigate	StrTarget: 1 YEAR	spread footings and supplemental middle
Work By: LOCAL AGENCY	DistTarget:	columns in all piers and install
Status : PROPOSED	EA:	protection.

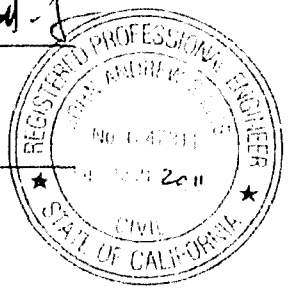
<u>CHANNEL X-SECTION</u>			
Side : Upstream	X-Section Date: 08/08/2011		
Measured From : Top of Deck			
Location	Horiz (m)	Vert (m)	Comments
Abutment 1	0.00	2.15	Abutment face
Pier 2	6.10	2.15	
Pier 3	12.20	2.30	
Pier 4	18.30	2.35	
	19.70	2.35	Edge of concrete pad
Pier 5	24.40	2.35	Top of concrete pad
	25.80	2.50	Edge of concrete pad
	29.30	2.45	Edge of concrete pad
Pier 6	30.50	2.40	Top of concrete pad
	31.70	2.40	Edge of concrete pad
Pier 7	36.60	2.65	
Abutment 8	42.70	1.70	

*Measurements taken at the right side

Inspected By : RH.Le/J. Gillis *T. Roman*

John Andrew Gillis

 John Andrew Gillis (Registered Civil Engineer)

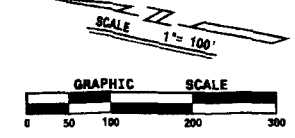


Attachment-12

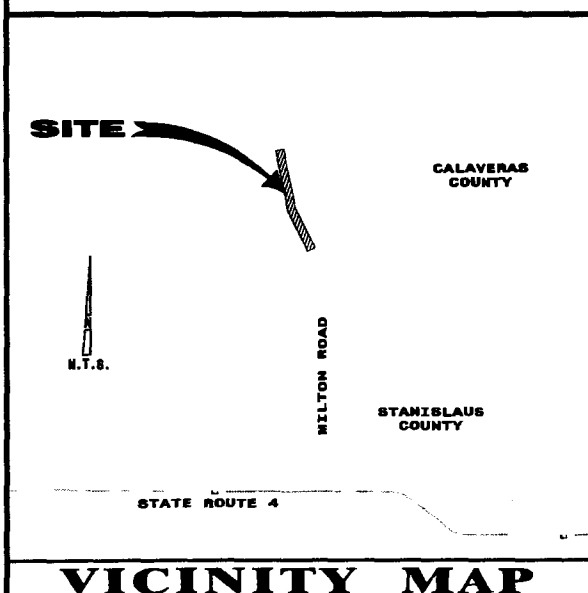
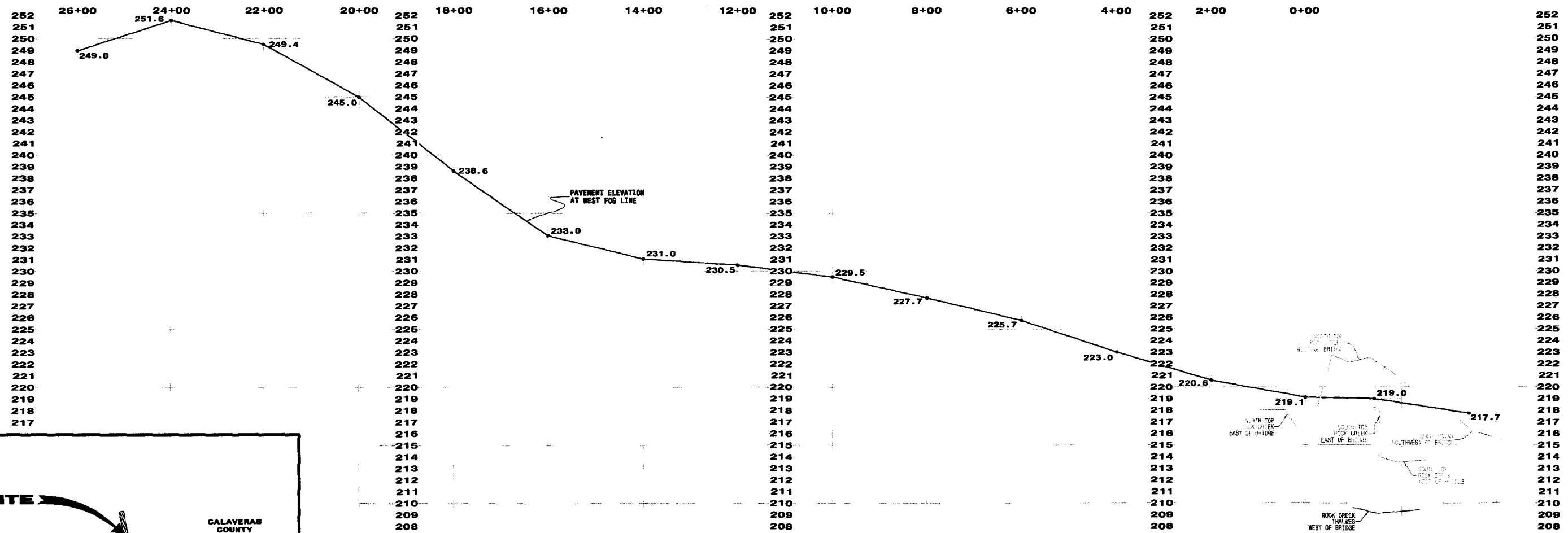
Milton Road at Rock Creek Topo Sheet 1 and 2

MILTON ROAD
 249.0 251.5 249.4 245.0 238.6 233.0 231.0 230.5 229.5 227.7 225.7 223.0 220.6 219.1 219.0 217.7

MATCH SHEET 2



PROFILE - MILTON ROAD
 SCALE: HORIZONTAL 1"=100', VERTICAL 1"=4'



NOTES:
 NOS BENCHMARK PID H52099, ELEV. = 216.6 (VERTICAL NAVD83);
 1473' SOUTH OF THE CENTERLINE OF THE BRIDGE OVER ROCK CREEK, SEE PAGE 2;
 USGS BRASS DISC IN HEADWALL STAMPED "L 706 RESET 1967",
 8.4 MI S FROM JENNY LIND, 8.4' SOUTH ALONG MILTON ROAD FROM THE
 STEEL BRIDGE OVER THE CALAVERAS RIVER AT JENNY LIND, AT A CONCRETE
 BRIDGE OVER A CREEK, IN THE TOP OF THE SOUTHWEST HEAD WALL AT THE
 SOUTHWEST END OF THE BRIDGE, 19 FEET SOUTHWEST OF THE CENTER LINE
 OF THE ROAD, 2.8 FEET NORTHWEST OF THE SOUTHWEST END OF THE
 HEADWALL, ABOUT 0.7 FOOT LOWER THAN THE CENTER OF THE ROAD.

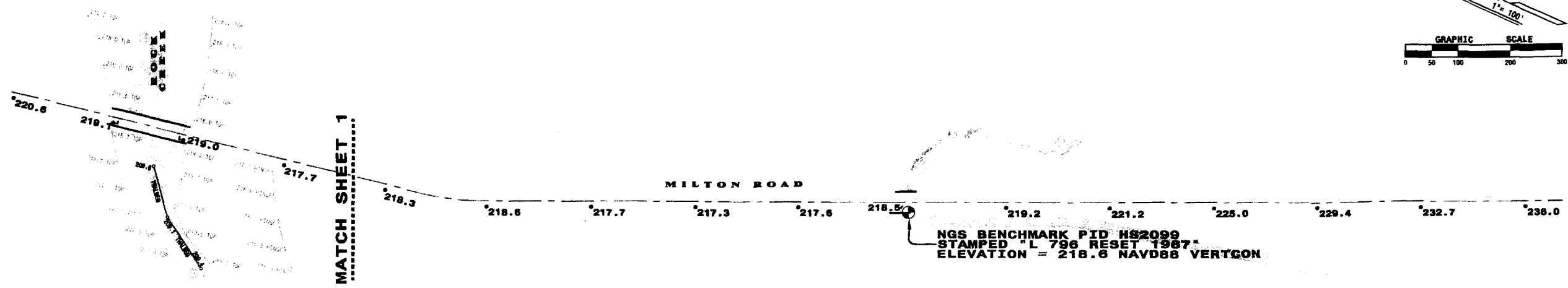
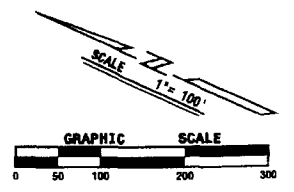
NO.	REVISION	DATE



DELAMARE-FULTZ
 ENGINEERING AND SURVEYING
 3421 TULLY ROAD SUITE J, MODESTO, CA. 95350
 TELEPHONE (209) 529-7450
 LS No. 6078 *Scott Thomas De la Mare* Oct. 18, 2011
 P:\ACTIVE PROJ\2011\20111220\20111220.dwg 1, Oct 18, 2011 9:30am, user

NORTH OF BRIDGE
TOPOGRAPHIC PROFILE OF
MILTON ROAD
AT ROCK CREEK
 LYING IN SECTION 26, T.2 N., R.10 E., W.D.M.
 COUNTY OF STANISLAUS, STATE OF CALIFORNIA

JOB#	1125
DR. BY	ECB
CK. BY	STD
FB NO.	ELECTRONIC
DATE	Oct, 2011
SHEET	1
OF	2
FILE	838-20



PROFILE - MILTON ROAD
SCALE: HORIZONTAL 1"=100', VERTICAL 1"=4'

240	0+00	2+00	240	4+00	6+00	8+00	10+00	240	12+00	14+00	16+00	18+00	240	20+00	22+00	24+00	26+00	240
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221	220.6		221					221					221					221
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219		219.1	219					219					219					219
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217			217					217					217					217
216			216					216					216					216
215			215					215					215					215

NOTES:
 NGS BENCHMARK PID HS2099, ELEV. = 218.6 (VERTCON NAVD88);
 1473' SOUTH OF THE CENTERLINE OF THE BRIDGE OVER ROCK CREEK, SEE PAGE 2;
 USGS BRASS DISC IN HEADWALL STAMPED "L 796 RESET 1967",
 6.4 MI S FROM JENNY LIND, 6.4 SOUTH ALONG MILTON ROAD FROM THE
 STEEL BRIDGE OVER THE CALAVERAS RIVER AT JENNY LIND, AT A CONCRETE
 BRIDGE OVER A CREEK, IN THE TOP OF THE SOUTHWEST HEAD WALL AT THE
 SOUTHWEST END OF THE BRIDGE, 10 FEET SOUTHWEST OF THE CENTER LINE
 OF THE ROAD, 2.8 FEET NORTHWEST OF THE SOUTHWEST END OF THE
 HEADWALL, ABOUT 0.7 FOOT LOWER THAN THE CENTER OF THE ROAD.

			DELAMARE-FULTZ ENGINEERING AND SURVEYING 3421 TULLY ROAD SUITE J MODESTO, CA. 95350 TELEPHONE (209) 529-7450		SOUTH OF BRIDGE TOPOGRAPHIC PROFILE OF MILTON ROAD AT ROCK CREEK LYING IN SECTION 26, T.2 N., R.10 E., M.D.M. COUNTY OF STANISLAUS, STATE OF CALIFORNIA		JOB# 1125 DR. BY ECB CK. BY STD FB NO. ELECTRONIC DATE Oct, 2011 SHEET 2 OF 2 FILE 838-20	
NO.	REVISION	DATE	LS No. 8078 <i>Scott Thomas De la Mare</i> Oct. 18, 2011 <small>REACTIVE PROJ. 2011 Job# 1125 Topo Profile 11/21/2011 9:30am, ecob</small>					

**EXHIBIT B
CONSULTANT'S RESPONSE**



DETAILED SCOPE OF WORK

Quincy Engineering, Inc. (Quincy) provides the following scope of work to provide plans, specifications, and estimate (PS&E) and environmental clearance for the rehabilitation/replacement of the Rock Creek Tributary Bridge on Milton Road (Bridge Number 38C0231) in Stanislaus County (County).

PHASE I

TASK 1 – PROJECT MANAGEMENT (WBS 100)

Task 1.1 - Kick-off Meeting

A kick-off meeting will be held at the County office after the Notice to Proceed and will introduce the Project Team, establish communication channels, set the project schedules, clarify the Scope of Work, and define the roles and responsibilities of the various Team members. Quincy will distribute an approved meeting agenda, arrange attendance of key team members, and distribute meeting minutes.

Task 1.2 - Project Management & Schedule (Work to take place in all Phases)

Quincy will be responsible for assembling a Project Development team (PDT) for the project. Quincy will lead PDT meetings, which will include distributing approved meeting agendas, arranging attendance of key team members, and distributing meeting minutes along with a summary of action items. Quincy will also develop and update a critical path schedule for the project. A total of 24 PDT meetings (as mentioned in the RFP) are included in addition to the kick-off meeting. These will be broken out to include 14 in person meetings and 10 Phone Conference Meetings. Quincy will also develop a PS&E delivery schedule to distribute to the Team, which will be updated regularly as required.

Task 1.3 - Quality Control/Quality Assurance (Work to take place in all Phases)

Quincy will provide documented Quality Control/Quality Assurance following our in-house QA/QC Manual. This includes a Constructibility Review, where a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructibility as well as conformance with the Federal HBP requirements. The review will include comparing bridge plans with the roadway plans for conflicts or

inconsistencies, and ensuring that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans and to ensure that each construction item has an associated pay clause. Quincy will provide contract management and quality control services throughout the duration of the project.

Task 1.4 - Highway Bridge Program (HBP) Updates (Work to take place in all Phases)

Quincy will assist the County with the completion of HBP forms requiring submittal found in the Caltrans Local Assistance

Program

Task 1 Products:

Guidelines. The HBP forms will be completed and submitted to the County in Microsoft Word format.

- Kick-off Meeting
- Project Schedule – MS Project
- In person PDT Meetings (Agenda & Meeting Minutes) – Total 14
- Phone Conference PDT Meetings (Agenda & Meeting Minutes) – Total 10

TASK 2 – TOPOGRAPHIC SURVEY & RIGHT-OF-WAY MAPPING (WBS 185)

Task 2.1 - Record Research

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

Task 2.2 - Record Calculations

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

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

NSE will perform a Topographic and Right-of-Way Survey to provide design control and right-of-way mapping for the project. They will set horizontal and vertical control points for project mapping in accordance with Stanislaus County horizontal and vertical control requirements. All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California. The horizontal datum will be based



on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88). NSE will perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. They will perform calculations for the right-of-ways based on the found monumentation and lines of occupation located with the field survey.

Task 2.4 - Topographic Survey

NSE will perform a detailed field survey of the existing roadway, physical improvements, creek and access roads, structures, visible utilities, and drainage features. Cross sections and tie-in surveys at the conform lines will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps. Topographic Field Survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, Milton Road cross sections, striping, bridge structure, headwalls and wingwalls, fences, driveways, pavement elevations, guard rails, creek cross sections, utilities, irrigation pipeline and structures, and other miscellaneous visible features. Cross sections will be taken at 50 foot intervals along Milton Road. Existing creek cross-sections will be taken at the bridge crossing, 50 foot upstream and downstream from the edge of structure, and 3 additional upstream and downstream. Quincy will coordinate with the County and Property Owners to gain "right of entry" for the field survey.

Task 2.5 – Right-of-Way Mapping

NSE will prepare a Right-of-Way Requirements Map based on identified right-of-way requirements. The Right-of-Way Requirements Map shall show all existing right-of-ways, easements, land dedications, and property acquisition required. It appears that a total of two properties may require right-of-way dedications and/or construction easements based on a review of the Stanislaus County Assessor's Maps. They will prepare an Easement Requirements Map based on identified easement requirements. NSE will set preliminary right-of-way stakes for right-of-way and easement negotiations with Property Owners. Prepare appropriate right-of-way and easement legal descriptions and exhibits for two parcels.

- a. Order Preliminary Title Reports for each property affected by right-of-way acquisition (two Title Reports – fees to be paid by Stanislaus County).

- b. Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- c. Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- d. Verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas.
- e. Prepare and file a Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act. Set monumentation for new right-of-way as shown on the Record of Survey.
- f. Prepare final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

Task 2 Products:

- Record Research
- Control and Right-of-Way Survey
- TCE Legal Descriptions & Exhibits
- Topographic and Utility Base Map
- Cross-Sections
- Record of Survey

TASK 3 – GEOTECHNICAL SERVICES (WBS 240)

Taber Consultants (Taber) will perform the Geotechnical services for this project, which include a Preliminary Foundation Memorandum and Draft/Final Foundation Reports. The Foundation Report will also include geotechnical design recommendations and criteria for the approach roadway and new pavement sections.

Task 3.1 - Pre-field Activities

Taber will attend the kick-off meeting. They will perform a site review that will include a seismic line at/near the proposed bridge location in order to assess the shear wave velocity of the subsurface materials. During the site visit, drill rig site access will also be reviewed and exploratory boring locations will be marked for Underground Service Alert (USA).

Task 3.2 - Preliminary Foundation Memorandum

Taber Consultants will prepare a Preliminary Foundation Memorandum as part of the preliminary engineering phase for the Structure Type Selection. The preliminary memorandum will be based on review of record documents, published geologic data, aerial photographs,



site review/reconnaissance, and data obtained from the seismic line.

Taber will prepare a Preliminary Foundation Memorandum consistent with Caltrans guidelines that is expected to include: Project Location and Vicinity Map; Summary of Site Geology and Subsurface Conditions (based on review of available record documents, published geologic data, and results of seismic refraction data); Seismic Data and Evaluation using current Caltrans seismic design criteria (including preliminary ARS curve using Caltrans ARS Online tool); Liquefaction Considerations; Approach Roadway; Preliminary Foundation Recommendations (e.g., cast-in-drilled-hole piling, spread footing foundations, etc.) with conditions and constraints on likely foundation types; and Additional Field Work and Laboratory Testing.

The Preliminary Foundation Memorandum will be provided in hard copy and electronic PDF formats.

Task 3.3 – Permits and USA Notification

Taber will obtain a County encroachment permit and boring permit. Quincy and the County will provide rights-of-entry (if needed) and the County will waive the encroachment permit fees and bond requirements. Taber will obtain a Fish & Wildlife permit to complete a boring within the channel. No other permits are expected to be required for this project.

Taber assumes a Fish & Wildlife permit may take several months to obtain with a geotechnical work window of July to mid-October typically imposed as part of the permit requirements. Taber has found that this permit can frequently take at least 30 hours of time to assemble, submit, follow up, and perform field meetings, if required. For efficiency and to help avoid delays to project schedule, Taber expects to perform services for this task early in the project schedule.

Task 3.4 - Field Exploration Program

Subsurface exploration to adequately define earth materials and foundation conditions for the proposed bridge structure is expected to include three borings to 50 to 60-ft depth; one at each abutment and one in the channel area. The sampled borings will be supplemented by one or two shallow auger identification and/or dynamic cone penetration borings in the channel to help evaluate the depth of bedload/scour and continuity of near surface soils. Exploration/testing in evaluation of approach roadway embankment/subgrade conditions will include a shallow test boring (5-10±ft deep) at each approach.

Difficult drilling conditions are anticipated within variably cemented fine to coarse grained soils and provision is made for air hammer drilling to advance the test borings.

Soil samples will be recovered from the borings at 5±ft intervals using Standard Penetration Test (SPT) and larger diameter split-spoon samplers as necessary.

The abutment borings will be drilled off the existing shoulder within County right-of-way and warning signs with traffic cones (without flaggers) are expected to provide adequate traffic control at those locations. It appears that the boring in the channel can be completed during dry field conditions with access through private property. However, if the schedule or other factors do not permit this, then a lane closure will be necessary to complete the boring on/through the existing bridge deck. Therefore, provision is made for one day of traffic control with flaggers. Provision is also made for drill cutting disposal. The borings will be backfilled in accordance with County permit requirements.

An engineer/geologist will field-classify the materials encountered and log the borings (including groundwater conditions). Bulk soil samples will also be collected from the borings. A bulk sample of alluvium will also be obtained for gradation testing for use by others to evaluate stream scour. The borings will be backfilled in accordance with County permit requirements. The scope of proposed geotechnical services specifically excludes sampling for or evaluation of the presence or distribution of hazardous materials. If hazardous materials are identified during field exploration, work will be stopped at that location and the client notified; a modified scope of services may be required.

Task 3.5 - Laboratory Testing

Laboratory testing to supplement field evaluation of earth material parameters is expected to include moisture-density, gradation, unconfined compressive strength, and soil corrosivity screening (pH / minimum Resistivity / sulfate / chloride content) on selected samples. One R-value test will be performed to evaluate subgrade materials for new pavement section recommendations.

Task 3.6 - Engineering Evaluation and Analysis

Engineering evaluation and analysis to develop geotechnical recommendations for this project is expected to include: bearing capacity; lateral capacity; site seismicity including, deterministic / probabilistic procedures consistent with current Caltrans Seismic Design Criteria to determine the site acceleration response spectrum (ARS); lateral earth pressure and coefficient of friction to resist sliding; soil corrosivity; and, new flexible pavement design.

Task 3.7 – Foundation Report

A Draft Foundation Report will be prepared consistent with Caltrans guidelines for Structure Foundation Reports that



summarizes the results of study, makes specific recommendations for type, elevation and allowable loading of proposed foundation elements, discusses groundwater and other subsurface conditions encountered as they may affect foundation design, construction and service, and includes a “Log of Test Borings” drawing (suitable for inclusion with plans).

Seismic criteria for use in structure design (peak ground acceleration, soil profile type, ARS Curve, etc.) will be provided in accordance with typical Caltrans practice, including an evaluation of the potential geohazards such as seismically induced liquefaction, settlement, and ground instability.

The Foundation Report will also include geotechnical design criteria for the approach roadway and new pavement sections. The draft report will be distributed in electronic format to the design team for review and comment prior to publication of the final report. Following receipt of all draft report review comments, a Final Foundation Report will be prepared and submitted. The final report will be provided in hard copy and electronic PDF formats.

Task 3.8- Initial Site Assessment (ISA) (Optional)

Taber will prepare an Initial Site Assessment (ISA) for the project in accordance with Caltrans standards. The ISA coverage area will be adequate to evaluate the footprints for all the alternatives under consideration at the time of ISA preparation. The purpose of the ISA will be to identify the presence or likely presence of hazardous materials or petroleum products on the project study area under conditions that could significantly affect the feasibility or cost of the project. The ISA process will include an environmental records review; regulatory file review; physical setting and site history evaluation; a site reconnaissance; and, interviews with persons knowledgeable concerning site history and potential contamination issues within or adjacent to the project study area. The ISA report will summarize the findings of the investigation - including an opinion of potential impacts of any recognized environmental conditions concerning the project study area and, if considered warranted, recommendations for further study.

Task 3 Products:

- Preliminary Foundation Memorandum
- Draft Foundation Report
- Final Foundation Report
- Draft & Final ISA (Optional)

TASK 4 – HYDRAULICS (WBS 240)

WRECO will perform a Location Hydraulic Study and a Bridge Design Hydraulic Study. **WRECO** will provide **Quincy** with necessary hydraulic data for their bridge structure and foundation design.

Task 4.1 - Project Management/Meetings

WRECO will attend two (2) project meetings.

Task 4.2 – Reconnaissance and Field Review

WRECO will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data, past County and Caltrans bridge inspection reports, and maintenance records. **WRECO** will conduct a field reconnaissance to assess existing conditions in vicinity of the Project site.

Task 4.3 – Hydraulics/Hydrology Studies

Hydrologic Assessment - **WRECO's** preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is a detailed study available at the bridge site. **WRECO** will coordinate with FEMA for the background information of their published design peak discharges. **WRECO** will coordinate with the Stanislaus County Department of Public Works and the Central Valley Flood Protection Board (CVFPB) to determine the final design peak discharges.

Hydraulic Analyses - **WRECO** will perform hydraulic analysis of the Rock Creek Tributary for the Milton Road Bridge.

Task 4.4 - Location Hydraulic & Floodplain Study Reports

WRECO will perform a Bridge Location Hydraulic Study and conduct a floodplain risk assessment for the proposed Project. **WRECO** will prepare a Bridge Location Hydraulic Study Report, which will include the standard Summary of Floodplain Encroachment Form and technical discussions.

Task 4.5 – Hydrology and Hydraulic Reports

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

Task 4 Products:

- Draft Bridge Location Hydraulic Study Memo (3 copies)
- Final Bridge Location Hydraulic Study Memo (5 copies)
- Draft Bridge Design Hydraulic Study Report (3 copies)
- Final Bridge Design Hydraulic Study Report (5 copies)



TASK 5 – PRELIMINARY ENGINEERING (WBS 160)

Task 5.1 - Basis of Design

A Basis of Design document will be developed to summarize previously prepared information for the project, key project development standards, and traffic count data. This document will establish the design criteria and the preliminary roadway alignments.

Task 5.2 – Strategy Report/Strategy Meeting

Quincy will prepare a Draft Strategy Report for review by the County. The report will identify and compare feasible project alternatives. It will include bridge replacement justification. Upon receiving the County's comments, we will prepare the Final Strategy Report, which will be submitted to Caltrans. Quincy will present this report at a Strategy Meeting for which we will prepare meeting minutes.

Task 5.3 - Roadway Geometric Approval Drawings and Bridge Advance Planning Studies

Quincy will prepare preliminary roadway geometric drawings, bridge planning studies, and summarize the advantages/disadvantages for various alternatives. This will assist the County in their determination of the preferred alignment and bridge type. Quincy will study minimizing the right-of-way impacts with several horizontal alignment shifts. Quincy will study up to two horizontal widening options, and up to three vertical profile options. Quincy will develop up to three bridge planning study alternatives.

Task 5.4 - Type Selection Report

Quincy will prepare a Type Selection Report, which will contain a General Plan and General Plan Estimate for each alternative along with our alternative recommendation. We will study up to three separate alternatives. The report will also summarize design speed, geotechnical, hydraulics, aesthetics, right-of-way impacts, environmental constraints, construction access and costs.

Task 5.5 - Preliminary Roadway Design (30% Plans)

Upon the County's decision on a preferred roadway alignment, Quincy will begin preparing 30% Roadway Plans. The plans will be completed to a 30% level of design, which will include horizontal and vertical alignments, typical cross-sections and safety elements required at the bridge. The plans will include any required staging or detour. Limits of cut/fill slopes will also be shown to determine the maximum area of disturbance to develop preliminary right-of-way acquisition requirements and the environmental study limits.

Quincy shall prepare an "Engineers Opinion of Probable Construction Cost" and will include appropriate contingency factors for this level of design.

Task 5.6 – Utility Coordination (Work to take place in both Phase 1 & Phase 2)

Quincy will perform early coordination with any utility owners to identify utility conflicts and coordinate relocations prior to or concurrent with construction.

Quincy will perform the following efforts:

- Obtain utility maps and identify conflicts with existing utilities.
- Perform field review with USA markings.
- Use Caltrans' utility letters to coordinate any required relocations.
- Develop Caltrans Reports of Investigations and Notice to Owner.
- Hold meeting with all affected utilities, to discuss project details, utility conflicts and construction schedule. A total of one (1) meeting is assumed.
- Meet with County staff to confirm relocation work, costs, and cost sharing per franchise agreements.
- Continue coordination with utilities during design, especially for any design changes.
- Hold follow-up meeting at least 6 weeks prior to advertising to verify relocation design and construction schedule and coordinate relocation schedules for timely completion.

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

Task 5 Products:

- Basis of Design Document
- Draft Strategy Report
- Final Strategy Report (15 copies)
- Meeting Minutes
- Type Selection Report (5 hard copies and electronic PDF)
- 30% Roadway plans (5 sets – 11" x 17")



TASK 6 – PUBLIC OUTREACH (WBS 250)

Task 6.1 – Prepare Community Outreach Plan

Judith Buethe Communications (JBC) will develop a Community Outreach Plan.

Task 6.2 – Media Relations (Work to take place in all Phases)

JBC will develop a database of stakeholders including, but not limited to, nearby property owners and residents, pertinent agencies, transit, school district, Stanislaus Farm Bureau, trucking associations, elected and appointed officials, and other pertinent individuals and associations who may be affected during construction.

They will create and distribute by mail notification letters to each stakeholder concerning the upcoming project, as well as a short survey form where stakeholders can provide communal and business-related information, as well as provide general comments about the proposed project. They will staff electronic and telephone Hotlines and maintain a contact log.

Task 6.3 – One on One Meetings (Work to take place in Phase 2)

JBC will schedule, facilitate, and prepare reports for up to four one-on-one meetings with stakeholders.

Task 6.4 – Community Outreach Report (Work to take place in Phase 2)

JBC will prepare a report of community outreach and response.

Task 6 Products:

- Community Outreach Plan
- One on One Meetings (total 4)
- Outreach Materials Outreach Report

PHASE II

TASK 7 – ENVIRONMENTAL (WBS 180)

Task 7.1 – Meetings/Management/Coordination

North State Resources (NSR) will maintain an open line of communication with Quincy, the County, Caltrans District 10 and the resource management agencies throughout the environmental review and regulatory permitting processes. This will be accomplished through a combination of frequent, informal communication via conference calls (16 hours assumed); attendance by the **NSR** Project Manager at two (2) project status or site visit meetings of one to two (1-2) hours each (plus travel time); and the submittal of periodic progress reports and pertinent written correspondence. **NSR** would also participate in a project kickoff meeting and a Caltrans field review meeting as part of Task 3. **NSR** will also manage the contract under this task.

Task 7.2 – Kick-off Meeting/PES Form/Field Review

NSR will attend a project kick-off meeting with the County and Quincy. **NSR** will meet with the County and Quincy at the project site to review site conditions and discuss environmental constraints and opportunities. **NSR** will update the PES form based on project team input and will prepare the Visual Impact Screen Check form for submittal to Caltrans.

NSR will assist with preparation of the APE map for the project that clearly delineates the archaeology (horizontal and vertical) APE. A final draft of the APE map will be prepared and submitted to Caltrans for review and approval.

NSR will also participate in the Caltrans field review meeting with the County, Quincy, and Caltrans representatives at the project site to review the PES form and APE map. Meeting participants would discuss each element of the PES checklist form, refine the APE limits, and identify issues of concern and required technical studies.

Task 7.3 - Prepare Project Description and Purpose and Need

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



Task 7.4 – Complete Technical Studies

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

Task 7.4.1 – Prepare Natural Environmental Study (NES) Report

Under this task, **NSR** will characterize biological resources in the project Biological Study Area (BSA) and vicinity; assess project impacts to these resources; and identify general mitigation measures, if necessary. **NSR** will consult appropriate agencies, including the California Department of Fish and Wildlife (CDFW), National Marine Fisheries Service (NMFS), and U.S. Fish and Wildlife Service (USFWS); search the California Natural Diversity Database (CNDDDB); request a formal list of special-status species with potential to occur in the project vicinity from the USFWS; conduct a reconnaissance-level field investigation; conduct a noxious weed survey; and conduct a two-visit botanical survey in the spring of 2014 for both special-status plant species and noxious weed species. Locations of significant biological resources, including observations of special-status species and/or suitable habitat, will be identified on an appropriate base map provided by **Quincy**.

- **NSR** will conduct a habitat assessment for California tiger salamander. During this assessment, **NSR** will also determine if habitat for vernal pool branchiopods is present in or within 250 feet of areas of direct impact. As part of the assessment, the following project site characteristics will be recorded: topography, plant communities, presence and types of water bodies, soil type presence/absence of small mammal burrows, current land use, and description of adjacent lands. Following the site assessment, the results will be summarized in a habitat assessment report that assesses the suitability of the site as upland and/or breeding habitat for the species. The report should include a site map and representative photographs of upland and potential breeding habitat. The habitat assessment report will be submitted to Caltrans initially and then provided to USFWS and CDFW as requested by Caltrans.
- No formal special-status wildlife species surveys are proposed as part of this task; however, **NSR** would be available to conduct focused surveys (as an optional

task) if required by the resource agencies during the environmental review process.

- Following the completion of the literature review, conversations with resource agency staff, and field surveys, **NSR** will prepare an Natural Environment Study (NES) report documenting the findings of the biological characterization, plant survey, and wetland delineation, and summarizing any Endangered Species Act (ESA) consultations (informal and formal) with the USFWS. The NES will be prepared in accordance with the Caltrans *Guidance for Consultants: Procedures for Completing the Natural Environment Study and Related Biological Reports* (March 1997) and current Standard Environmental Reference guidance. An administrative draft NES report will be submitted for review and approval by the County. **NSR** will then prepare a draft NES report that incorporates the County's comments on the administrative draft NES report, which will be submitted to Caltrans for review and approval. If necessary, a final NES report that responds to Caltrans comments will be prepared and submitted to Caltrans.

Task 7.4.2 - Prepare Wetland Delineation Report

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

Task 7.4.3 - Prepare Archaeological Survey Report/Historical Property Survey Report

The Caltrans programmatic agreement process per the Caltrans/FHWA/SHPO MOU will be followed. **NSR** will conduct an inventory of cultural resources and prepare an Archaeological Survey Report (ASR) and Historic Property Survey Report (HPSR) in Caltrans format and in compliance with Section 106 of the National Historic Preservation Act.

According to the Caltrans historic bridge inventory, the bridge (#38C0231) has been given a National Register status designation of Category 5: ineligible for National Register listing due to substantial



modification to the structure that occurred in 1968. This scope of work assumes that a historic resources evaluation report (HRER) will not be required.

Records Search

In accordance with Caltrans guidance, the following inventories and facilities will be consulted:

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

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

Informal Consultations

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

Archaeological Survey

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

- the presence or absence of cultural resources visible on the surface within the APE;
- the present condition of the local environment;
- environmental factors that may have affected use of the areas by prehistoric and historic occupants (e.g., elevation, food or material resources, proximity to water); and

- environmental factors that may have limited the survival or visibility of archaeological remains (e.g., erosion, or modern disturbance).

Archaeological Survey Report

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

Historic Property Survey Report

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

Task 7.4.4 - Farmland Impacts Assessment

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



completed Form AD 1006 from NRCS, NSR will submit a copy to Caltrans, along with any recommendations for mitigation. A report or technical memorandum will be prepared to discuss the results, and the results will be incorporated into the CEQA/NEPA documentation. The report will be submitted to the County, **Quincy** and Caltrans for review.

Task 7.4.5 - Prepare Water Quality and Visual Resources Technical Memorandum

Water Quality Technical Memorandum

NSR will prepare a short water quality technical memorandum that follows the template provided to **Quincy** by Caltrans for the two Cooperstown Road projects. The memo will address the following:

- Project location
- Project description, including the purpose for the project
- Regulatory setting
- Physical setting, including geology and soils, surface waters, and groundwater
- Project impacts on water quality
- Mitigation measures
- References

NSR will prepare an administrative draft version of the tech memo for review by **Quincy** and the County. **NSR** will revise the memo if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), **NSR** will prepare a final version of the tech memo for submittal to Caltrans.

Visual Impact Assessment Technical Memorandum

NSR will prepare a Visual Resources tech memo based on the Caltrans template provided by Caltrans for the two Cooperstown Road projects. The VIA template directs the preparer to provide clarification for the two or three highest scores on the questionnaire and explain why they were scored higher than the lowest score.

NSR will prepare an administrative draft version of the tech memo for review by the County and **Quincy**. **NSR** will revise the memo if requested, and will prepare a draft version for submittal to Caltrans. After receiving comments from Caltrans (if any), **NSR** will prepare a final version of the tech memo for submittal to Caltrans.

Task 7.5 – Complete CEQA/NEPA Environmental Documentation

Based on the assumption that there are no significant, unmitigable environmental impacts or significant public controversy associated with the project, CEQA documentation will be an initial study (IS), and NEPA documentation will be a Categorical Exclusion (CE) supported by technical studies. CEQA approval will be in the form of a mitigated negative declaration (MND), with mitigation based on the results of the IS and associated technical studies identified under Task 7.4. NEPA approval will be in the form of a CE supported by technical studies.

Prepare Administrative Draft Initial Study

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

Prepare Draft Initial Study and Notice of Intent to Adopt a Mitigated Negative Declaration

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

Prepare Final Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Report Plan

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



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

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

NSR will prepare for and lead the CEQA portion of the public hearing before the Board of Supervisors about adoption of the MND and project approval.

Coordinate Final CEQA and NEPA Approval

NSR will coordinate the final stages of the CEQA process with the County. CEQA approval, via adoption of a negative declaration with mitigation, would be obtained at a regularly scheduled meeting of the County Board of Supervisors. CEQA requires that the lead agency file a Notice of Determination (NOD) with the County Clerk and with the State Office of Planning and Research after deciding to approve a project for which a negative declaration has been adopted. **NSR** will assist the County with preparing the NOD. **NSR** assumes that the County will be any required filing fees.

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

Task 6 - Environmental Permitting

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

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

The form of USACE Section 404 permit needed to construct the project will depend on the area of fill that is discharged into "waters of the U.S." (e.g., wetlands, the creek) and the location of the project. **NSR** will apply the most current project design information to the wetlands mapping to determine impacts. Based on their understanding of the proposed project, it is anticipated that the project can be authorized under a Nationwide Permit #14 (Linear Transportation Projects). Preparation of an Individual

Permit application or Letter of Permission (LOP) is not expected to be needed and is excluded from this scope of work. As part of the Section 404 permit process, the following tasks will be completed.

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

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

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

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

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



Task 7.7 - Prepare a Biological Assessment for California Tiger Salamander and Vernal Pool Branchiopods (Optional)

Depending on the results of Subtask 6.1, Caltrans may determine that consultation with the USFWS under Section 7 of the federal Endangered Species Act is required address potential project-related impacts to federally-listed species (California tiger salamander, vernal pool branchiopods). To support Section 7 consultation, a Biological Assessment (BA) will need to be prepared. Since federal funding would be required for the project, Caltrans, as designated by FHWA, would serve as the federal lead agency for Section 7 consultation with the USFWS. **NSR** will prepare a BA and coordinate with the USFWS, CDFW, and Caltrans, as necessary, to assist the County with the required state and federal endangered species consultation processes. This BA will fully analyze the effects of the proposed action. The BA will be focused to address project impacts to California tiger salamander and/or vernal pool branchiopods. The document will summarize information and data collected under Subtasks 6.1 and 6.2 and include the following sections: introduction, consultation to date, description of proposed action including the action area, species considered and life history needs, environmental baseline, effects of the proposed action, cumulative effects, conclusion and determination, recommendations for avoidance and mitigation measures, and references. Protocol-level surveys are not included in this scope of work.

Copies of the Draft BA will be provided to the County and **Quincy** for review and comment. **NSR** will prepare a revised draft BA which addressed comments from the project team. The revised draft BA will be submitted to Caltrans District 10 for review and approval. If necessary, **NSR** will revise the BA to address Caltrans comments. Following submittal of the BA by Caltrans to the USFWS to initiate Section 7 ESA consultation, **NSR** will be available, as necessary, to assist the County and Caltrans with completing this consultation process. **NSR** will also coordinate with CDFW to ensure that the BA satisfies the requirements of Section 2081 (b) and (c) of the CESA, which we anticipate will be a consistency determination from the CDFW under Fish and Game Code 2080.1 based on USFWS's response with respect to California tiger salamander. Assistance may include responding to questions posed by USFWS and/or CDFW staff on the BA.

Task 7.8 - Water Quality Assessment Report Supplement (Optional)

This optional task is intended to supplement Subtask 7.4.5, if a water quality assessment report is required by Caltrans.

Subtask 7.4.5 includes preparation of a short water quality technical memorandum. If Caltrans requires a water quality assessment report (these reports are substantially more detailed than a technical memo), **NSR** will prepare a water quality assessment report. The cost of this optional task will supplement (rather than replace) the cost of preparing the technical memo identified in Subtask 7.4.5. In accordance with the Caltrans' Standard Environmental Reference (SER), **NSR** will prepare a technical water quality assessment report that addresses the following:

- Description of the Affected Environment - includes an overview of existing water quality, land use, population, topography, geology, surface and ground water hydrology, and biological resources;
- Summary of the Regulatory Setting for Water Quality – includes an overview of federal, state, and local requirements; and an overview of existing water quality and regional water quality objectives contained in the Water Quality Control Plan for the Sacramento and San Joaquin River Basins (Basin Plan), including any specific objectives for the San Joaquin River watershed;
- Environmental Consequences: Addresses potential construction and long-term operational effects of the proposed project on water quality within Rock Creek Tributary including anticipated changes to the physical/chemical, biological, and human use characteristics of the aquatic environment;
- Mitigation Measures: Recommends mitigation measures for potentially significant water quality impacts and provides determination of significance subsequent to implementation of recommended measures; and
- An executive summary, an introduction, and references.

NSR will incorporate information from the Location Hydraulic Study, Summary Floodplain Encroachment Report, and other preliminary engineering documents prepared by others to the extent possible. **NSR** assumes these documents or the hydraulic engineer will provide the following information: the proposed conceptual drainage information and/or plan; cut/fill slope acreages (greater than 2H:1V); Disturbed Surface Area (DSA); net impervious surface; paved/unpaved access roads; and, Risk Level Assessment, per the Construction General Permit (2009-0009-DWQ, as amended by 2010-0014-DWG).



Task 7 Products:

- Draft & Final PES Form (5 copies)
- Project Description
- Draft & Final NES Report (5 copies)
- Draft & Final Wetland Delineation Report (5 copies)
- Draft & Final ASR/HPSR Report (5 copies)
- Draft & Final Farmland Impact Assessment (5 copies)
- Administrative Draft IS (5 copies)
- Public Draft IS/MND (30 copies & 1 electronic copy)
- Final IS/MND & MMRP (15 bound copies & 1 electronic copy)
- Regulatory Permitting USACE, CDFW, and CVRWQCB

TASK 8 – PS&E (WBS 250)

Task 8.1 - Bridge Design

Quincy will design the structure using Load Resistance Factor Design following AASHTO's "LRFD Bridge Specifications 2012" with the California Amendments. For seismic design, Caltrans "Seismic Design Criteria (Version 1.7)" will be followed. Other references that Quincy will follow are Caltrans Division of Structures "Bridge Memo to Designers", "Bridge Design Aids", "Bridge Design Details" and the "Office of Specially Funded Projects Information and Procedure Guide".

Quincy has assumed that the final bridge design will be a three span, pre-cast, pre-stressed concrete, voided slab bridge approximately 150 feet long by 33 feet wide. Quincy has also assumed the bridge will be replaced just west of the existing bridge utilizing stage construction and that the bridge will be supported by seat type abutments founded on cast-in-drilled-hole (CIDH) piles. Should the preliminary engineering result in a different alternative, the assumed design hours may need to be adjusted.

Task 8.2 - Approach Roadway Design

The final approach roadway design will be completed in accordance with applicable County Standards, Caltrans "Highway Design Manual", AASHTO's "A Policy on Geometric Design of Highways and Streets" and ADA "Americans with Disabilities Act" along with Caltrans "Standard Specifications and Standard Plans". Final grading and drainage details will be developed as well as new/existing roadway conformance details, as required. Design cross-sections will be developed on approximately

20-foot intervals.

Quincy will develop detour signing, roadway closure, water pollution control, erosion control and pavement delineation plans per County standards.

Drainage design will be completed in accordance with County Standards. Drainage facilities will be shown on the layout plan sheets. Drainage Profiles of all drainage systems will be provided including evaluations of inverts, pipes, etc. The drainage details that are unique to this project, and those for which there are no Standard Plans, will be shown on the Drainage Detail Sheet. These details usually depict special drainage structures, channel changes, modifications to existing structures, etc.

Task 8.3 - Fact Sheets for Design Exceptions

Quincy will identify all non-standard features and prepare a design fact sheet for any design features once a preferred alternative is selected (Quincy will prepare draft and final Fact Sheets for County approval). Quincy assumes a maximum of two design exceptions and Caltrans will not be involved with design exception approval.

Task 8.4 - Conceptual Storm Water Pollution Prevention Plan (SWPPP)

Quincy will prepare documentation and submit project information for the Notice of Intent to invoke the State Water Resources Control Board (SWRCB) NPDES Construction General and MS4 Permit.

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

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



Task 8.5 - 65% Plans (Unchecked Details)

All documents submitted to the **County** will show the name of the preparer and the date of preparation. All draft and final engineering document will show the name and license number of the engineer in charge of the work. When PDF files are submitted, they will be high quality and plotted directly from the CAD drawing. Plans will also include a graphical scale (so that the graphical scale will be correct regardless of the size the pdf is plotted). The electronic source files will be submitted in a usable format along with all supporting files and will not be protected with passwords or locks). A meeting will be held upon completion of the unchecked details to discuss both the bridge and the roadway plans. This should save considerable time in the **County's** review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

The plan sheets will be prepared in 2012 AutoCAD Civil 3D according to **Quincy** drafting standards. PDF's and Civil 3D AutoCAD files will be transmitted to the **County** at appropriate milestones. Electronic files will have Civil 3D function capability; however will not contain proprietary **Quincy** style preferences. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the civil engineer (registered in the State of California) in responsible charge of the design, in accordance with the Local Programs Manual.

Task 8.6 - Independent Design Check

Once the 65% plans have been submitted, an independent check will commence by an engineering not yet involved in the project. The designer and checker will come to agreement on any discrepancies. **Quincy** will incorporate check comments as well all of the **County** comments and submit responses in writing.

Task 8.7 - Specifications

Technical Special Provisions developed based on 2010 Caltrans Standard Special Provisions (SSP) will be combined with **County**-provided 2010 boilerplate specifications.

Task 8.8 - Construction Quantities & Estimate

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

Task 8.9 - Submittal of 95% (Draft) PS&E

After an independent senior engineering conducts a QA/QC and constructability review, and all comments on 65%

plans have been incorporated, the Draft PS&E along with design, check, and quantity calculations will be submitted to the **County** for their review.

TASK 8.10 - Final PS&E

Upon receiving **County** comments on the 95% submittal, **Quincy** will prepare the final plans, specifications and estimate.

TASK 8.11 - Resident Engineers (RE) Pending File

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

- Environmental Commitments Record
- Cross-Sections at approximately 50 foot intervals
- Bridge As-built Plans and Bridge Inspection Reports
- Bridge Joint Movement Calculation Sheet
- Structure Four-Scales
- Slope Stake Notes in a format requested by the **County**

Task 8 Products:

- Draft & Final SWPPP (5 copies)
- 60% Plans (5 copies/11" X 17" & one electric copy/PDF on CD)
- 90 % Plans (5 copies/11" X 17" & one electric copy/PDF on CD)
- 90% Specifications (5 copies & electric copy/Word and PDF on CD)
- 90% Estimate (5 copies & electric copy/PDF on CD)
- Final Plans (5 copies/11" X 17", electronic copy/AutoCad files & one PDF file)
- Final Specifications (5 hard copies & one electric copy/Word and PDF on CD)
- Final Engineers Estimate (5 copies)
- Design & Check Calculations (one copy)
- Design & Check Quantity Calculations (one copy)



TASK 9 – APPRAISALS AND ACQUISITIONS (WBS 220)

Task 9.1 – Right of Entry

Bender Rosenthal Inc. (BRI) will work with the property owners to secure Right of Entry Agreements for the two parcels impacted by the project. The ROE (or permits to enter) will enable the field teams to survey the project location. **BRI** will maintain a diary of contacts.

Task 9.2 – ROW Planning Cost Estimates

Both parcels are zoned agricultural and are currently used as grazing land for livestock. **BRI** will work with the design team to make recommendations that may minimize ROW expenditures. In many cases the design and the ROW maps are completed and handed to the appraiser without consideration of the property owners’ needs. **BRI’s** goal will be to work with the engineering teams to highlight property owners’ issues during the design phase to minimize the need to redesign the project during the appraisal or acquisition process. Early incorporation of the needs of the property owners will lead to a more predictable outcome of the acquisition negotiations. When the project alternative is determined, **BRI** will produce a cost estimate for the acquisition of the permanent and temporary ROW necessary for the project.

Task 9.3 – Appraisal Services

BRI will obtain title reports for the two affected parcels. The ROW exhibits for the impacted parcels based on the final alignment will be prepared by others. Appraisals will adhere to all standards and final appraisals will contain Appraiser and Review Appraiser Certificates.

The primary steps in completion of fair market value appraisals of the property rights to be acquired include but are not limited to the following:

- Notifying the property owner of the intent to appraise (i.e., Notice of Decision to Appraise);
- Onsite physical inspection of the subject property with the owner;
- Visual inspection of the comparable market data;
- Study of community and neighborhood in which the subject is located;
- Collection of data from appropriate governmental agencies;
- Market investigation of vacant and improved comparable data;
- Verification of market data with sources knowledgeable with the pertinent details of the transaction;

- Analysis of all appropriate data in the before and after condition to arrive at an opinion of value;
- Preparation of the report; and
- Submission for external review by Review Appraiser.

The deliverable in each case will be a USPAP-compliant summary appraisal report.

Task 9.4 – Acquisition Services

For each property owner, **BRI** will maintain an acquisition file that meets the federal, state, and Caltrans ROW standards and is pursuant to Stanislaus County’s specifications. **BRI** will prepare all applicable forms, secure grantor’s approval and signature and submit the forms to the staff of Stanislaus County for review and acceptance. Once approved by Stanislaus County staff, the acquisition agent will make the First Written Offer to the property owner.

BRI will develop and maintain the escrow schedule, deliver documents and checks to escrow companies, review all documents for submission to escrow companies, review title and escrow documents, and **BRI** will coordinate escrow closings and file all applicable forms and documents with the County Assessor’s office. **BRI** will work with all parties to encourage acquisition within 30 days of the approval of the appraisal.

At the completion of the project, **BRI** will provide the original acquisition files. As the two impacted land parcels are agricultural, primarily used for cattle grazing, relocation assistance is not anticipated for this project.

Task 9 Products:

- Two Appraisals
- Two Construction easements
- Two Acquisitions

Task 9.5 – Right of Way Certification

Upon completion of the ROW acquisition, **BRI** will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual.



PHASE III

TASK 10 – BIDDING & POST-AWARD ASSISTANCE (WBS 275)

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

Task 10.1 - Bidding Assistance/Construction Support

Quincy can provide the following bidding and construction support services for the County on a time and materials basis (we have assumed 40 hours):

- Attendance at pre-bid, pre-construction meetings and monthly construction meetings
- Respond to Requests for Information and prepare addenda, as needed
- Review and provide comments on shop plan drawings
- Construction site observations
- Develop updated plans or plan revisions, as needed

Task 10.2 - Prepare Record Drawings

Quincy will prepare Record Drawings based upon the redlines submitted by the Contractor and Resident Engineer (we have assumed 32 hours).

PROJECT ASSUMPTIONS

- ⇒ The County will be responsible for printing and distributing bid documents
- ⇒ The County is responsible for Construction Management
- ⇒ Application and processing fees or charges (including County map checking and recording fees) will be the responsibility of the County.
- ⇒ Property owners are willing participants. ROW will be acquired without condemnation

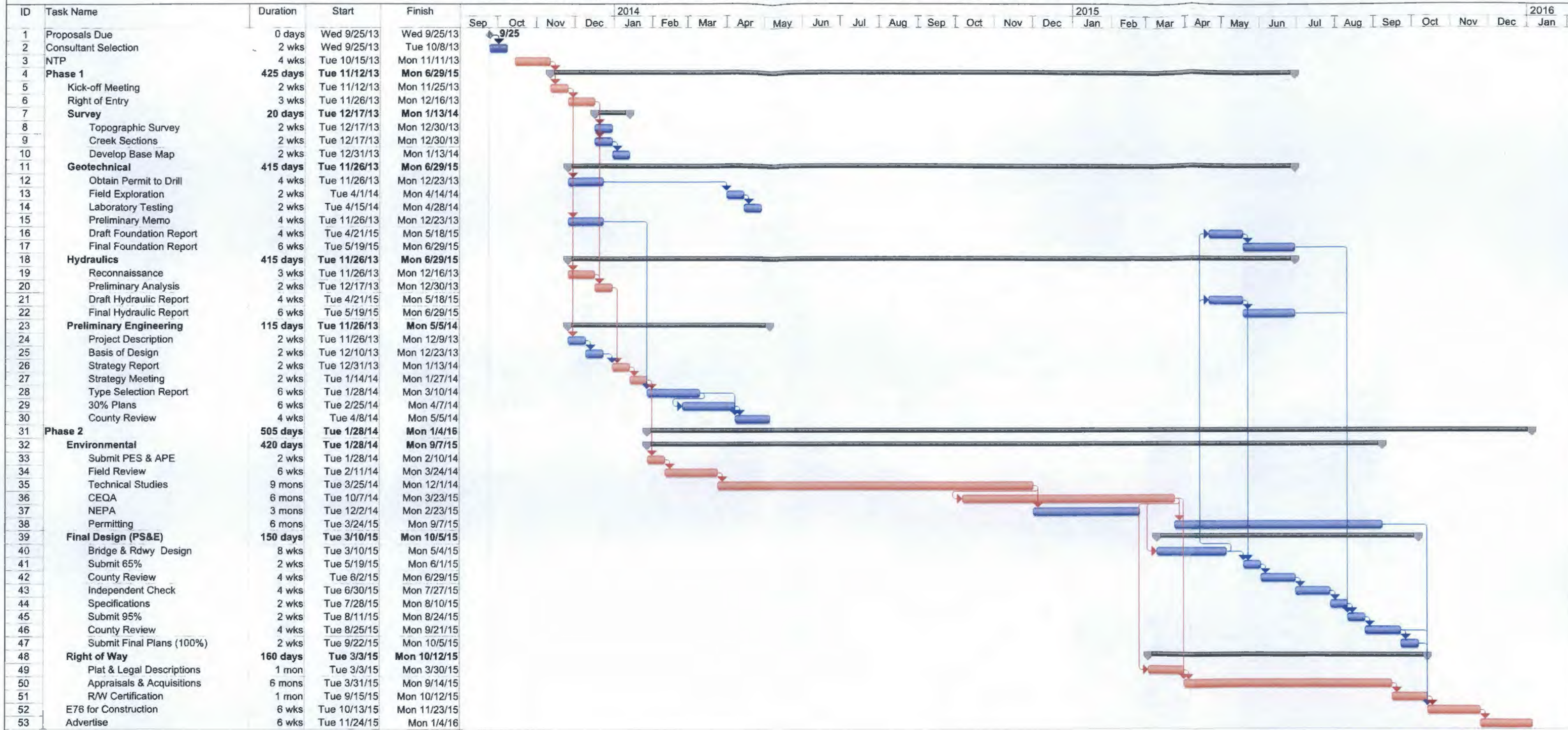
EXHIBIT C
CONSULTANT'S FEE SCHEDULE

Stanislaus County - Rock Creek Tributary Bridge Replacement (Br. No. 38C0231) on Milton Road																																
TASKS		Principal in Charge	Project Manager - PM	Associate Engineer - DE	Senior Engineer - PE	Associate Engineer - DE	Associate Engineer - DE	Senior Engineer - PE	Assistant Engineer - DE	Assistant Engineer - DE	Resident Engineer - Const. Review	Drafting Manager	Drafter 2	Principal Engineer (QC/QA)	Admin	Senior Engineer - Specs	Quincy Total Hours	Quincy Fee	Quincy Fee per Task	Taber	WRECO	Judith Buthe	North State Resources	Bender Rosenthal	North Star Engineering	Subconsultant Subtotal	Total Fee per Task					
No.	Initial Hourly Rate	BL	LS	DM	MS	KP	MK	CG	road	bridge	KT	BM	RR	JQ	TM	KG																
PHASE I - PROJECT MANAGEMENT & PRELIMINARY ENGR'G																																
1	Project Management											2					2	\$254														
1.1	Kick-Off Meeting	5	10														15	\$3,158														
1.2	Project Management & Schedule	4	88		12										8		112	\$21,187														
1.3	QC/QA		4		4						8			24	2		42	\$8,742														
1.4	Highway Bridge Program Updates		6		2						2						10	\$1,805														
TASK 1 TOTAL																																
2	Topographic Survey & R/W Mapping		4		2												6	\$1,161	\$1,161						\$25,773	\$25,773	\$26,934					
3	Geotechnical Services		2	4													6	\$1,030	\$1,030	\$36,120						\$36,120	\$37,150					
4	Hydraulics		4	4													8	\$1,432	\$1,432		\$17,700					\$17,700	\$19,132					
5	Preliminary Engineering																															
5.1	Basis of Design		2	4	4			2									12	\$2,113														
5.2	Strategy Report/Strategy Meeting		8	40	8												56	\$9,318														
5.3	GADs and Bridge APS		4	16	8	16		2				4	24		2		76	\$10,219														
5.4	Type Selection Report		2	24									8		4		38	\$5,060														
5.5	30% Plans		2		12	24		2	24					24			88	\$11,540														
5.6	Utility Coordination		2		4	8											14	\$2,356														
TASK 5 TOTAL																				\$40,606												\$40,606
6	Public Outreach		12	6	6												24	\$4,425	\$4,425		\$8,270					\$8,270	\$12,695					
PHASE II - ENVIRONMENTAL, FINAL DESIGN & APPRAISALS AND ACQUISITIONS																																
7	Environmental		40														40	\$8,040	\$8,040			\$81,033				\$81,033	\$89,073					
8	PS&E																															
8.1	Bridge Design		20	116									100				236	\$30,594														
8.2	Approach Roadway Design		2		16	32		4	40				40				134	\$17,134														
8.3	Fact Sheets		2		8			2									12	\$2,198														
8.4	Conceptual SWPPP		2		2			12									16	\$2,973														
8.5	65% Plans		2	6	16	40			40				40		2		146	\$18,689														
8.6	Independent Design Check		4	4	2		100	16									126	\$20,328														
8.7	Specifications		8		4											40	52	\$9,987														
8.8	Construction Quantities & Estimate		4		8	32	40		40	40						8	172	\$24,633														
8.9	Submittal of 95% PS&E		4	8	8	8			16	4				16			64	\$8,483														
8.10	Final PS&E		4		4	4			4					8			24	\$3,290														
8.11	RE Pending File		2	4	2	4			4					8		2	26	\$3,269														
TASK 8 TOTAL																				\$141,577											\$141,577	
9	Appraisals & Acquisitions		4															\$804	\$804					\$23,501		\$23,501	\$24,305					
10	Bidding & Post Award Services																															
10.1	Bidding Assistance/Const. Support		2	6	4	4			6	6			10		2		40	\$5,074														
10.2	Prepare Record Drawings		2	2	2								20		6		32	\$3,073														
TASK 10 TOTAL																				\$8,147												\$8,147
Subtotal- Hours		9	252	244	138	172	140	40	174	52	8	6	298	24	28	48	1633															
Other Direct Costs																		4676														
Total Cost		\$650	\$15,924	\$12,049	\$7,739	\$8,387	\$6,860	\$2,320	\$6,612	\$1,976	\$504	\$240	\$7,825	\$1,733	\$483	\$2,892	\$76,193		\$242,369	\$36,120	\$17,700	\$8,270	\$81,033	\$23,501	\$25,773	\$192,397	\$439,442					
OPTIONAL TASKS & Phase III																																
3.8	Initial Site Assessment		6														6	\$1,206	\$1,206	\$5,540						\$5,540	\$6,746					
7.7	Prepare BA for Tiger Salamander and Vernal Pool		6														6	\$1,206	\$1,206			\$13,928				\$13,928	\$15,134					
10.2	Water Quality Assessment Report		6														6	\$1,206	\$1,206			\$3,838				\$3,838	\$5,044					
Subtotal- Hours			18														18															
Other Direct Costs																																
Total Cost			\$1,137														\$1,137		\$5,540		\$17,766					\$23,306	\$26,924					

Sum of All Task = \$466,366

**EXHIBIT D
PROJECT SCHEDULE**

Stanislaus County - Rock Creek Tributary Bridge Replacement on Milton Road Schedule



Project: Milton Schedule Date: Tue 9/24/13	Task		Milestone		Rolled Up Critical Task		Split		Group By Summary	
	Critical Task		Summary		Rolled Up Milestone		External Tasks		Deadline	
	Progress		Rolled Up Task		Rolled Up Progress		Project Summary			