

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

DEPT: Public Works

BOARD AGENDA # *C-4

Urgent

Routine

AGENDA DATE September 30, 2014

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan & Associates of Rancho Cordova, California, for the Gilbert Road over Turlock Irrigation District Ceres Main Canal Bridge Rehabilitation/Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938 (190)

STAFF RECOMMENDATIONS:

1. Approval to Award a contract for All-Inclusive Bridge Engineering Services to Drake Haglan and Associates of Rancho Cordova, California, in the amount of \$385,167 for the Gilbert Road over Turlock Irrigation District (TID) Ceres Main Canal Bridge Rehabilitation/Replacement Project.
2. Authorize the Director of Public Works to execute a contract with Drake Haglan and Associates in the amount of \$385,167 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$385,167 is needed to fund the All-Inclusive Bridge Engineering Services contract. An Authorization to Proceed (E-76) has been secured from Caltrans for the design phase of the project in the amount of \$150,000. These funds are from the Highway Bridge Program (HBP) with Toll Credits and are not sufficient to fund 100% of the design phase. Therefore additional funds are currently being requested via the Local Assistance Program Guidelines Exhibit 6-D (Scope/Cost/Schedule Change Request) to fulfill the contract obligations with Drake Haglan and Associates and to cover County incurred expenses during the design phase of the project. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-506

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST:

Christine Ferraro
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan & Associates of Rancho Cordova, California, for the Gilbert Road over Turlock Irrigation District Ceres Main Canal Bridge Rehabilitation/Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938 (190)

FISCAL IMPACT (Continued):

In the event the additional funding is not realized, the remainder of the project will be funded with existing road funds. Funding is available in the current fiscal year's Public Works Road Projects budget.

DISCUSSION:

The Gilbert Road over TID Ceres Main Canal Bridge was built in 1924. The current structure allows for two travel lanes with no shoulder on either side. The sufficiency rating of this bridge is 66.8, on a scale of 100 based on Caltrans' bridge inspection report dated May 21, 2011. In addition, the bridge has a status of "Functionally Obsolete" due to the narrow bridge width.

Gilbert Road is a local road in the central part of Stanislaus County that travels in the north/south direction. The bridge is located just south of the intersection at Gilbert Road and Hatch Road.

This phase of the bridge rehabilitation/replacement project consists of Project Approval and Environmental Documentation (PA&ED) through final design. The County solicited proposals to consultants for the Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/Replacement project on April 22, 2014.

The scope of design services includes:

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

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

- Providing adequate storm drain runoff control;
- Bridge structural rehabilitation/replacement;
- Approach roadway modification; and,
- Utility adjustments.

On May 30, 2014, six 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:

- Drake Haglan and Associates
- ADKO Engineering

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- MGE Engineering
- Mid Valley Engineering
- NV5
- WIN Structural Consulting Group

Proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be performed;
- Quality of staff for work to be done;
- Experience with similar kinds of work;
- Familiarity with State and Federal procedures;
- Capability of developing innovative or advanced techniques;
- Financial responsibility; and,
- Demonstrated technical ability.

Public Works staff reviewed the proposals received and ranked them based on the above criteria, in the following order:

Ranking	Consultant
1	Drake Haglan and Associates
2	ADKO Engineering
3	MGE Engineering
4	Mid Valley Engineering
5	NV5
6	WIN Structural Consulting Group

Public Works staff recommends awarding a contract in the amount of \$385,167 to Drake Haglan and Associates of Rancho Cordova, 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 functionally obsolete bridge in Stanislaus County.

STAFFING IMPACT:

There are no staffing impacts associated with this item.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan & Associates of Rancho Cordova, California, for the Gilbert Road over Turlock Irrigation District Ceres Main Canal Bridge Rehabilitation/Replacement Project in Stanislaus County, Federal Project Number: BRLO-5938 (190)

CONTACT PERSON:

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

ATTACHMENT(S):

Professional Design Services Agreement

SC:djd

LABRIDGES\9454- Gilbert Road Over TID Canal Bridge\Design\BOS\9454-Gilbert Rd over TID Canal Bridge

**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 Drake Haglan and Associates, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2014-506 adopted on the 30th day of September, 2014, awarded to Consultant the following Contract:

Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/Replacement Project
Contract No. 9454
Federal Project No. BRLO-5938(190)

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 **Three Hundred Eighty-Five Thousand One Hundred Sixty-Seven Dollars (\$385,167)**. 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

County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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

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

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

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

3.0 TIME OF PERFORMANCE

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

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

laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM OF CONTRACT AND TERMINATION

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

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

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

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

5.0 INSURANCE REQUIREMENTS

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

- (a) Comprehensive general liability, including premises-operations, products/

completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

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

(a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;

(b) Ongoing services, products and completed operations of the Consultant;

(c) Premises owned, occupied or used by the Consultant; and

(d) Automobiles owned, leased, hired or borrowed by the Consultant.

(e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or

self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

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

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

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

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

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

Insurance.

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

6.0 INDEMNIFICATION

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

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

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

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

person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

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

7.0 GENERAL PROVISIONS

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

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

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

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

- a. Project Manager: Stacey Alliguie, PE
- 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: Linda Allsop, Contract Administrator
1716 Morgan Road
Modesto, CA 95358

If to Consultant:

Drake Haglan and Associates
Attn: Stacey Alliguie, PE, Project Mgr.
11060 White Rock Road, Ste. 200
Rancho Cordova, CA 95670

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.

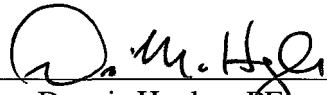
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

DRAKE HAGLAN AND ASSOCIATES

By: 
Matt Machado, Director
Department of Public Works

By: 
Dennis Haglan, PE
President/Principal in Charge

APPROVED AS TO FORM:

John P. Doering
County Counsel


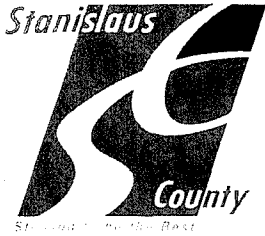
By: 
Thomas E. Boze
Deputy County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
Director, County Surveyor

Chris Brady, PE
Deputy Director - Construction/Roads/Bridges

Colt Esenwein, PE
Deputy Director - Engineering/Survey/Fleet

David Leamon, PE
Deputy Director - Development/Traffic

Kathy Johnson
Assistant Director - Finance/GIS/HR/Transit

www.stancounty.com/publicworks

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS FOR
GILBERT ROAD OVER TID CERES MAIN CANAL
BRIDGE REHABILITATION/REPLACEMENT PROJECT
ALL -INCLUSIVE BRIDGE ENGINEERING SERVICES

Federal Project No.: BRLO-5938(190)
State Bridge No.: 38C-0150

Invitation Date: April 22, 2014
Questions Deadline: 5:00 PM, May 16, 2014
Last Addendum: 5:00 PM, May 23, 2014
Proposal Due Date: 5:00 PM, May 30, 2014

Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for All Inclusive Bridge Engineering Services for the Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/ Replacement project located in Stanislaus County.

Table of Contents

Project Description	1
Scope of Work.....	2
<i>Strategy Meeting</i>	2
<i>Strategy Report</i>	2
<i>Project Management</i>	3
<i>Public Outreach</i>	3
<i>Geotechnical Investigation</i>	3
<i>Topographical Survey</i>	3
<i>Environmental</i>	4
<i>Approach Roadway Design</i>	5
<i>Utility Design and Coordination</i>	5
<i>Bridge Structural Design</i>	5
<i>Hydraulics</i>	6
<i>Right of Way Services</i>	6
<i>Plans, Specifications, and Estimate (PS&E)</i>	7
<i>Bidding and Construction Support</i>	8
Proposal Requirement.....	9
Selection Procedure	11
Proposal Submittal	12

Attachments

1. Sample Fee Proposal	A1
2. Exhibit 10-I – Notice to Proposers DBE Information	A2
3. Exhibit 10-J – Standard Agreement for Sub-Consultants/DBE Participation	A3
4. Exhibit 10-OI – Consultant Proposal DBE Commitment	A4
5. Exhibit 10-O2 – Consultant Contract DBE Information	A5
6. Sample Design Services Agreement and Addendum to Professional Design Services	A6
7. Exhibit 10-B – Suggested Consultant Evaluation Sheet	A7
8. Exhibit 10-K – Consultant Certification of Contract Cost and Financial Management System	A8
9. Exhibit 10-F – Certification of Consultant, Commissions and Fees	A9
10. Project Vicinity and Location Map	A10
11. Caltrans Bridge Report	A11
12. Existing Project Documents (If Applicable)	A12

Project Description

The Gilbert Road over TID Ceres Main Canal Bridge was built in 1924 and the structure is classified as a continuous three span Reinforced Concrete (RC) T-beam with RC end wall abutments and solid wall piers supported by spread footings. The bridge is located immediately south of the intersection of Gilbert Road and East Hatch Road.

The purpose of the project is to improve public safety. The California Department of Transportation (Caltrans) Bridge Inspection report identifies multiple deficiencies with the Gilbert Road over TID Ceres Main Canal Bridge:

- There are transverse cracks at the AC approach at Abutment 1 and alligator cracks with approximately 2-inch settlement at Abutment 4 approach.
- There is uniform surface scaling with transverse deck cracks over the bents and deck cracks throughout.
- In span 1, the exterior left side of Girder 1 adjacent to Pier 2 exists a 12-inch long x 4-inch wide spall with exposed vertical steel reinforcement.
- In span 2, the exterior right side of Girder 5 near Pier 2 has two spalls of 4-inch wide with exposed reinforcement.

In addition, the existing bridge is narrow measuring 19.4 feet wide between the curbs, allowing for two traffic lanes less than 10 feet wide, with no shoulder on either side. The Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/Replacement project is necessary due to the bridge structure being deemed Functionally Obsolete (FO) with a sufficiency rating (SR) of 66.8. Additional deficiencies may exist and be discovered as a result of additional studies or investigation performed by the winning consultant.

Scope of Work

The estimated schedule for the project is as follows:

Project Advertisement and Environmental Document: April 2014 – March 2015

Plans, Specifications, and Estimate:

30% : November 2014

60% : April 2015

90% : July 2015

100%: January 2016

Right of Way: March 2015 – December 2015

Bidding and Award Contract: March 2016

Construction: July 2016

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 in obtaining 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 approve 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 alternatives,
- Construct new bridge on new alignment and demolish existing bridge alternative,

- Based on the selected project alternative, the Consultant will conduct preliminary engineering, environmental documents, 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 a timely fashion and diligently follow the anticipated schedule set forth for this project. On a monthly basis, the Consultant shall provide letter-type progress reports to brief the County on the project progress and, as necessary, hold Project Development Team (PDT) meetings. For the purposes of estimating project fees, assume a total of 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 public hearing and meetings as required to facilitate community involvement and to educate the community the importance of this bridge, and the current condition of the existing bridge in support of the environmental determination. The Consultant shall schedule all meetings, make arrangements for facilities, issue meetings notices, and prepare agenda and minutes. The Consultant will be required to obtain prior approval of the County Public Information Officer (through the County's Project Manager) for any communications with public media pertaining to the bridge engineering work. Public comments shall be recorded, provided with an appropriate response, and be considered in the design where appropriate. The Consultant shall be responsible for compiling all comments and recommendations for administrative and public review.

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, but is not limited to an evaluation of the effects of any slope erosion and periodic land movements during extreme storm and seismic events.

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, and disposal areas for excess soil generated by project construction. The Consultant will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum, the Consultant will verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. Consultant should plan on filing a record of survey for 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 plats, legal descriptions, and a final right of way map for use by the County in the acquisition of all necessary parcels and easements.

Datum:

- 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, 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 with 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

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

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

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 TID canal 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. 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

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.

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 a 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% levels. 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.
- 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 the 100% PS&E: One bond copy, one Mylar copy, both stamped and signed, and all digital CAD files in the appropriate County format shall be submitted to the County.

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 the final signed and stamped engineer's estimate 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, and consultation for the construction contractor.

The Consultant shall 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

A Detail Scope of Services may be attached as an appendix at the end of proposal. A 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 the 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, but shall not include any fees.

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 the 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 the Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects.
- 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. The 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 for their choice. The environmental sub-consultant shall follow the Caltrans Standard Environmental Reference model (see www.dot.ca.gov/ser).
- The Consultant must include in their proposal a preliminary engineering construction cost estimate for budgeting purposes for all anticipated proposed construction alternatives.

DBE Requirements:

- The agency has established a DBE goal for this contract of 9.1%.
- 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 7 - 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 May 30, 2014 to:

Sambath Chrun, Associate Civil 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 Sambath Chrun at chrunch@stancounty.com. Addendums, if necessary, will be posted on the Modesto Reprographics website.

Attachment A1

Sample Fee Proposal

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

Total cost for listed resources in \$

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

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

Attachment A2

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 10-01 *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 10-02 *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

**EXHIBIT B
CONSULTANT'S RESPONSE**



PROPOSAL TO PROVIDE ALL-INCLUSIVE BRIDGE ENGINEERING SERVICES
**GILBERT ROAD OVER TID CERES MAIN CANAL
BRIDGE REHABILITATION/REPLACEMENT PROJECT**

SUBMITTED TO
STANISLAUS COUNTY

MAY 30, 2014

 **drake**
AND ASSOCIATES



May 30, 2014

Sambath Chrun | Associate Civil Engineer
Stanislaus County | Department of Public Works
1716 Morgan Road
Modesto, CA 95358

**Subject: Proposal to Provide All-Inclusive Bridge Engineering Services
Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/Replacement Project**

Dear Mr. Chrun,

Drake Haglan & Associates, Inc. (DHA) is pleased to submit this proposal for the above referenced project. We realize that this is one of several HBP funded projects that the County has released and we have put careful consideration into how to lead and deliver without jeopardizing the efforts on the other projects.

We understand that your engineering department is very busy with multiple projects. Likewise, Caltrans District 10 is inundated with HBP-funded projects as each of the eight counties within District 10 are also expediting HBP bridges. Due to this tremendous workload, keeping a project on schedule has become more challenging to counties in recent years.

To help mitigate potential schedule slide, we have developed a tailored approach for Stanislaus County. The key is collaboration and establishing momentum. Our approach includes:

- **A Collaborative, Proactive Management Style:** At its core, true collaboration is a learning experience for all parties involved. We will work with you as a team, have regular communication and be available for any questions.
- **Jump Starting the Project and Hit the Ground Running:** This team is available to start work immediately. We have even prepared a draft of the project notification letter (included in Appendix A).

In addition, the County's success and our reputation are extremely important to me. I have put considerable thought into our teaming arrangement, and this team offers the County:

- **Caltrans Highway Bridge Program (HBP) Experience:** Our founding principals, Craig Drake and myself, are former Caltrans Structures Local Assistance Engineers who administered the Federal Highway Bridge Program while with Caltrans. This background in HBP administration gives the County the benefit of a knowledgeable consultant that is fully familiar with Caltrans Local Assistance program procedures.
- **Caltrans District 10 Experience:** DHA's staff has also spent a considerable amount of time working on HBP projects in District 10 as both Environmental Coordinators and Design Engineers. This included administering other consultant HBP projects as well as managing coordinating NEPA clearance with Caltrans District 10 Local Assistance. We are very familiar with District 10 staff and their policies and procedures.



- **A Locally Knowledgeable and Experienced Team:** We have assembled our project team specifically based on local expertise, our prior project experience and knowledge of the HBP program. For example, DHA and Judith Buethe have worked together on other projects in the region, including a bridge replacement. DHA and Benjamin Crawford have a long standing relationship that originated when his Modesto office was opened. NorthStar Engineering is located in downtown Modesto and have worked with us on numerous bridge projects.

As Principal in Charge, I bring more than 25 years of experience to the County. Over the course of this time I have been involved in the planning, design and construction of a wide range of public works projects, including bridge replacements such as this.

For day-to-day efforts as project manager, I have assigned **Stacey Alliguie, PE**, to lead and manage the DHA team. Stacey is a career bridge engineer and has more than 12 years of experience.

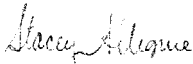
I will be the point of contact for the selection process and can be reached at the address and phone number noted on the letterhead below or via email at dhaglan@drakehaglan.com. I am authorized to contractually bind the company and can assure the County that we can/will sign the standard agreement without alterations as we have on previous contracts. The contents of this proposal will remain in effect for 60 days.

Thank you again for this opportunity and I personally look forward to continuing our successful partnership with Stanislaus County.

Sincerely,

Drake Haglan and Associates, Inc.

Dennis Haglan, PE
President/Principal in Charge


Stacey Alliguie, PE
Project Manager

CONTENTS

Project Understanding and Approach 3

Project Team Qualifications 12

Exhibits

Site Constraints Map Exhibit A

Appendices

Draft Notification Letter. Appendix A

Risk Matrix. Appendix B

Scope of Services. Appendix C

Project Schedule Appendix D

Project Team Resumes Appendix E

DBE Forms Appendix F

PROJECT UNDERSTANDING AND APPROACH

Drake Haglan & Associates, Inc. (DHA) is pleased to submit this proposal for bridge engineering services for the Gilbert Road over Turlock Irrigation District (TID) Ceres Main Canal Bridge Rehabilitation/Replacement Project.

DHA is intimately familiar with the difficulties and successes normally encountered during the design, approval, and construction of HBP funded projects. Our project management and design approach is focused on delivering a project on time and within budget, maximizing the amount of funding available through the HBP, and achieving a biddable PS&E package with minimal change order work and “surprises” during construction.



DHA has developed a strong reputation for delivering Highway Bridge Program (HBP) projects within California and specifically in Caltrans District 10. Our founding principals, Craig Drake and Dennis Haglan, are **former Caltrans Structures Local Assistance Engineers** who administered the Federal Highway Bridge Program while with Caltrans. This background in HBP administration gives the County the benefit of a knowledgeable consultant that is fully familiar with Caltrans Local Assistance program procedures.

The DHA Overall Strategy

The DHA team approaches its projects with great professionalism, enthusiasm and energy. Our primary objective is to provide Stanislaus County with a thorough analysis and expert counsel to facilitate the decision-making process to complete this project in a timely manner.

We understand that your engineering department is very busy with multiple projects. We have developed a tailored approach for Stanislaus County that is centered on two key principles:

A Collaborative, Proactive Management Style





At its core, true collaboration is a learning experience for all parties involved. We will work with you as a team, have regular communication and be available for any questions. Our firm is built around HBP delivery and we have the robust staff levels to be an excellent resource for any questions that may arise during the project. The company principals, Craig Drake, Dennis Haglan, Eli Aramouni, Kevin Ross, and Matt Satow have over 120 years combined experience designing and managing transportation projects in California. In addition to the principals, DHA has a robust team of 10 managers/technical staff who each has over 10 years of professional experience.

Jump Start the Project and Hit the Ground Running

Included within **Appendix A** of this proposal is a draft of the Project Notification Letter. We've prepared this document already because we want to hit the ground running. The DHA team is **100%** available to begin work on this project immediately.

Experience That Matters

DHA's staff has spent a considerable amount of time working on HBP projects in District 10 as both Environmental Coordinators and Design Engineers. In fact, DHA is the HBP liaison for Amador County. This included administering other consultant HBP projects as well as managing coordinating NEPA clearance with Caltrans District 10 Local Assistance. We are very familiar with District 10 staff and their policies and procedures. It is from this experience that we have identified four keys to this project's success:

 <p>Issue #1</p>	<p>Justify Rehabilitation vs. Replacement</p> <ul style="list-style-type: none"> With a Sufficiency Rating > 50, a feasibility report will need to be prepared to justify replacement. The DHA team is very familiar with preparing bridge replacement justifications for Caltrans OSLA.
 <p>Issue #2</p>	<p>Engineer Solutions Appropriate to this Site</p> <ul style="list-style-type: none"> The Gilbert Road over TID Ceres Main Canal Bridge can use a number of innovative solutions in regards to the roadway approach limits, construction staging options (to limit the impact to residents and motorists), and structure type selection options. The DHA team will value engineer the designs to maximize efficiency and minimize costs.
 <p>Issue #3</p>	<p>Efficiently Deliver through Caltrans Local Assistance</p> <ul style="list-style-type: none"> Caltrans District 10 is inundated with HBP funded projects as each of the eight counties within District 10 are also expediting HBP bridges. Due to this tremendous workload, keeping a project on schedule has become more challenging to counties in recent years.
 <p>Issue #4</p>	<p>Coordination with Turlock Irrigation District</p> <ul style="list-style-type: none"> Coordination with the irrigation district is imperative for a successful project. DHA has worked with irrigation districts on numerous occasions and will proactively address potential critical issues and review delays.



Justify Rehabilitation vs. Replacement

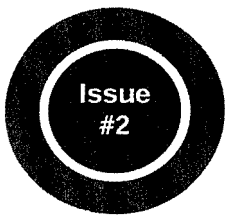
The Structure Inventory and Appraisal Report that is generated from the 2012 inspection shows a Sufficiency Rating (SR) of 66.8 and a Status of "Functionally Obsolete" (FO) due to a substandard clear bridge width of only 19'-4". While a SR < 80 qualifies the bridge for rehabilitation, HBP guidelines require written concurrence from Caltrans Structures Local Assistance (SLA) for bridge replacements where the SR > 50. **This means the County will need to show that replacing the bridge is the most cost-effective and feasible solution for this site.**

The DHA team is very familiar with preparing bridge replacement justifications for Caltrans OSLA and achieving approval from Rand Helde, Caltrans District 10 Structures Liaison Engineer. DHA secured approval from Rand to replace the 11th Street Bridge for the City of Tracy, as well as the Bunker Hill Road Bridge in

Amador County. DHA is also currently working with Rand to approve replacement of the Bell Road Bridge, also in Amador County.

A feasibility report must be prepared to compare the work (and associated costs) needed to bring the bridge up to current standards with the work (and costs) required to replace the bridge. If the initial costs for both the rehabilitation and replacement strategies are close, a life cycle cost analysis (LCCA) is preferred by Rand to make an accurate comparison. DHA will demonstrate that replacement is the most cost-effective and feasible option for this project site based on the following:

- The existing bridge is 90 years old and has already exceeded its service life. If HBP funds are used for rehabilitation, the existing structure would be required to be in service for at least another 10 years, pushing its service life to 100 years.
- Widening the bridge would result in a lower soffit elevation along the edge of deck; this will reduce the hydraulic capacity of the bridge and may not meet the freeboard requirements of TID.
- 20 year life expectancy for rehabilitation alternative (per discussion with Rand Helde)
- 100 year service life for replacement alternative (assumed based on AASHTO 75-year design life)



Engineer Solutions Appropriate to this Site

Project Setting

The bridge is located just south of E. Hatch Road in the City of Ceres. Built in 1924, the existing bridge is an approximate 49 foot long continuous 3-span reinforced concrete T-beam bridge founded on spread footings. The bridge has a clear width of

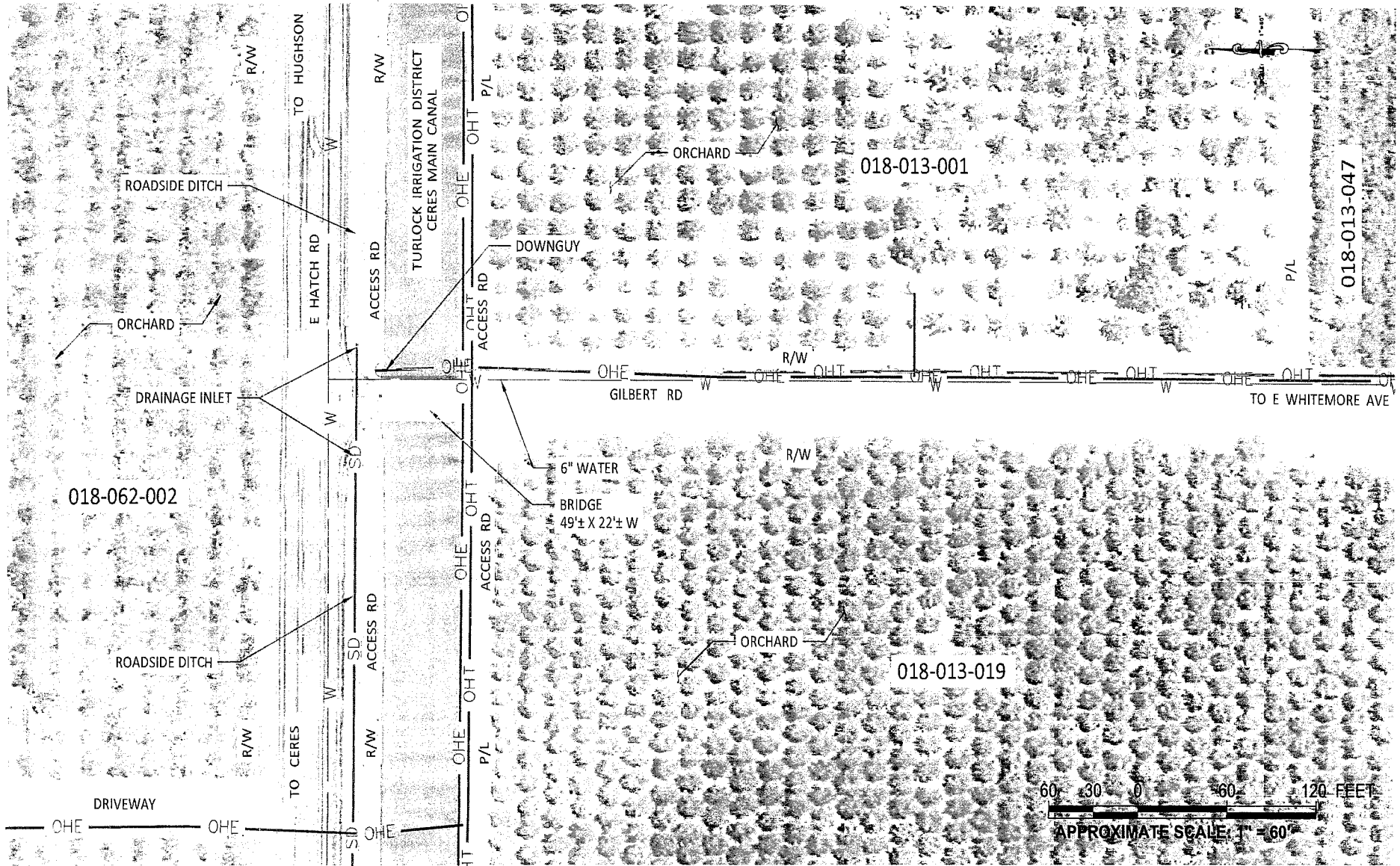
19'-4" between two concrete barrier railings. Gilbert Road in the vicinity of the project follows a north-south alignment, and tees into E. Hatch Road immediately north of the canal. There are overhead utilities (power and telecommunications) that run parallel to the canal along the south side and parallel to Gilbert on the east side. An existing 6" waterline is connected to the existing bridge on the east edge of deck and tees into a waterline running parallel with E. Hatch Road. TID canal maintenance access roads run parallel to the canal on both sides. The project site is surrounded by orchards (**Exhibit A**).

Roadway Challenges

Gilbert Road tees into E. Hatch Road, a heavily traveled major collector road posted at 50 mph. E. Hatch Road is used as one of the main thoroughfares for those traveling between Hughson and Ceres, and provides access to Highway 99. The three-leg intersection is stop controlled for the Gilbert Road leg (**Figure 1**).



Figure 1: Gilbert Road/E. Hatch Road Intersection



Gilbert Road will be widened to comply with current County and AASHTO standards for local rural roads, including 11-foot travel lanes and 5-foot paved shoulders in each direction.

The new profile will depend on the outcome of the hydraulic analysis and the selected bridge structure type. This combined with the close proximity of the canal to E. Hatch Road poses a potential problem for the conform point at the intersection. Hatch Road is a long tangent therefore super-elevating Hatch to allow for a higher profile on Gilbert Road is not allowed per AASHTO standards. DHA will engineer a profile that uses the existing cross-slope of Hatch Road or a moderate cross-slope transition could be accomplished by a cold plane and overlay. **Because the conform to Hatch Road puts a considerable constraint on the profile of Gilbert Road a box culvert may be a viable structure type.**

Horizontal Clearance to Obstructions

The existing structure does not currently have traffic rated barriers, and each corner is marked with warning markers. With the replacement of the new structure AASHTO standards will determine the “clear zone” width and the appropriate treatment for obstructions. It is typical to install metal beam approach railing at the ends of bridge railing to protect the traveling public from impacting the blunt ends of the bridge barriers. If a typical guardrail layout is used at the south approaches, it would extend well beyond the entrances to the TID access roads, requiring realignment and right-of-way impacts. Different layout options for guardrail can be explored; curving the guardrail around the access road entrances or in-line crash cushion systems could be used to reduce encroachment into the access roads and avoid right-of-way takes. Other options include sloping the concrete barrier rails down to grade to avoid terminating with a blunt end. DHA will work with the County to design the appropriate system to protect the barrier.

Structure Considerations

DHA will provide the necessary alternative analyses to select the most appropriate bridge replacement type. Potential bridge types are shown in the following table. These various bridge types will be compared considering construction costs, environmental impacts, and impacts to the TID. DHA will weigh the advantages and disadvantages associated with each of these bridge types to determine the most appropriate bridge replacement.

Typically it is prudent to make a new bridge longer than the existing bridge to minimize conflicts with the existing footings, reduce the amount of excavation needed (this translates into less environmental impacts), and increase hydraulic capacity (if needed). However, in this case, the proximity of the adjacent TID access roads and hydraulic adequacy of the existing channel cross-section will require the new bridge to be of a similar length in order to avoid potential realignment of the access roads and impacts to the surrounding farmland.

It is anticipated that either spread footing or pile foundations will be feasible for supporting the new bridge. Pile foundations can be either drilled or driven. Driven piles appear to be the better choice, as they are often able to be installed faster than drilled piles and tend to have fewer issues which might cause delays during construction. If piles are required, the most feasible pile type will be determined during the type selection process, when further geotechnical information is available.

Span Configuration

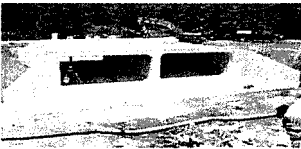
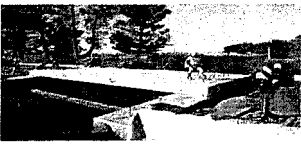


The replacement structure will be between 45 and 50 feet. This length is appropriate for a single span bridge, which would reduce construction duration and better accommodate the short window for work in the TID channel. However, the increased structure depth needed to span the canal will require raising the roadway profile, which would increase the amount of work needed on E. Hatch Road in order to conform to Gilbert Road at the bridge. For this reason, a two span bridge or a box culvert is better suited for this site. This will keep the structure depth low and keep the profile to very near existing.

Structure Type

For a two span structure less than 50-ft in total length, two appropriate structure types for consideration are a concrete slab bridge or a double box culvert. Both types will have similar structure depths, span configuration, and intermediate supports; the main difference is the box culvert is supported by a bottom slab.

Slab bridges can be either precast or cast-in-place during construction. Once again considering the short construction window for working within the canal, utilizing precast elements would speed up construction. A precast slab bridge would maintain a low depth-to-span ratio, which is beneficial in minimizing the profile raise. Furthermore, the slab units require no falsework and can be constructed off site simultaneously during other construction activities, thus improving on construction speed. The units are connected with transverse post-tensioning rods and either a concrete polyester overlay or reinforced concrete deck is used as the topping to bring the deck surface to grade.

A double box culvert can also be precast for speedy construction duration. Since the box is supported by the bottom slab on grade, it eliminates the need for construction of separate foundations, thus decreasing the amount of time required for construction.

	Advantages	Disadvantages
 <p>Precast Double Box Culvert</p>	<ul style="list-style-type: none"> • Fast construction time • No deep foundations • Thinner structure 	<ul style="list-style-type: none"> • Middle support in canal • Assembly required • More difficult shipping
 <p>Single Span Precast Voided Slab</p>	<ul style="list-style-type: none"> • Fast construction time • No middle support • No falsework 	<ul style="list-style-type: none"> • Deeper structure • More impacts to profile • Requires crane
 <p>Two Span Precast Slab</p>	<ul style="list-style-type: none"> • Fast construction time • No falsework • Thinner structure 	<ul style="list-style-type: none"> • Middle support in canal • Requires crane • Higher construction cost
 <p>Two Span Cast in Place Slab</p>	<ul style="list-style-type: none"> • Thinner structure • Lower cost • Easier to accommodate curves in deck/profile 	<ul style="list-style-type: none"> • Longer construction time • Falsework in canal • Middle support in canal

Staged Construction

DHA recommends using a temporary detour to eliminate staged construction (Figure 2). The residents in the neighborhood would be most heavily impacted by the detour. For these residents the temporary detour would take about 5-7 minutes and be about 2-3 miles. The benefits to the detour are reduced cost, construction efficiency with canal timing and, most importantly, reduced right of way take.

Staged construction could be used if a temporary detour was determined unacceptable during public

outreach. Staged construction adds

an average 30-40% to the total bridge construction cost. In order to maintain two

lanes of traffic at all times during construction, the replacement bridge would need to be constructed at a wider width than the required 32 foot clear width. Due to the need to maintain a straight alignment of Gilbert Road at the canal, only a portion of the existing bridge can be removed and a wider section of the replacement bridge would need to be constructed in the first stage. Additional staging and temporary delineation would also be required on E. Hatch Road and Gilbert Road to direct traffic.

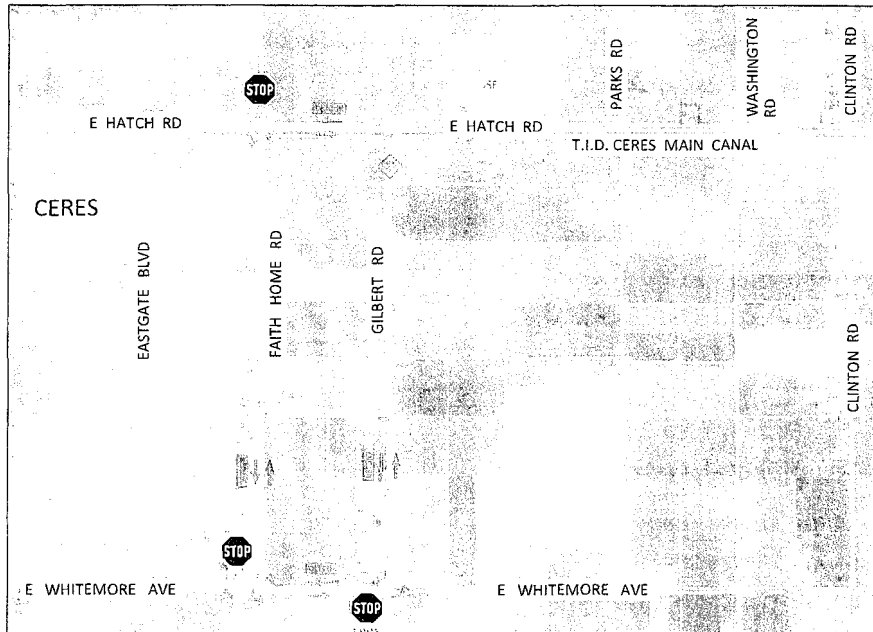


Figure 2: Potential Detour Route



Efficiently Deliver through Caltrans Local Assistance

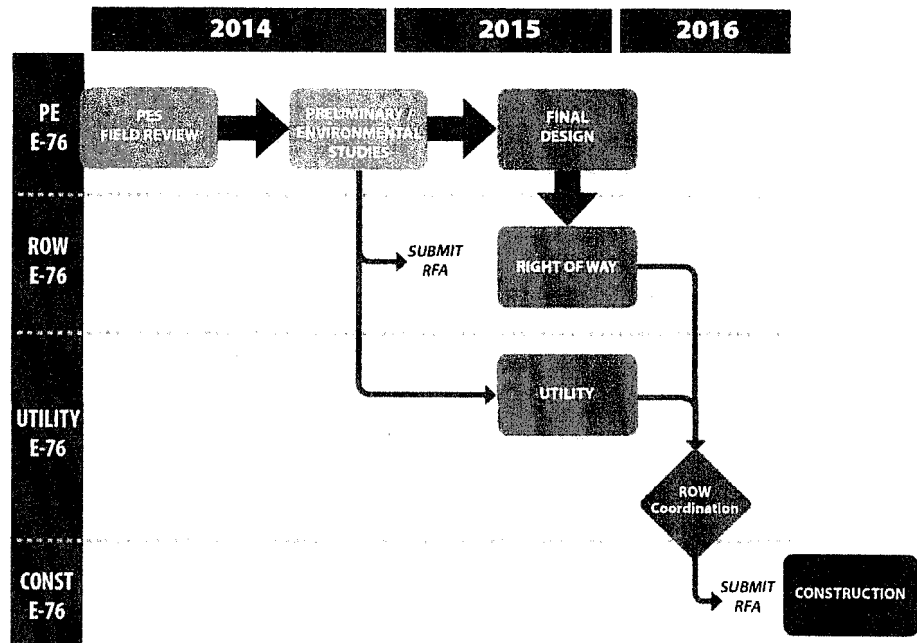
One of the unique qualifications to the DHA team is our experience and understanding of Caltrans Local Assistance requirements and HBP procedures. Both Project Manager Stacey Alliguie, the Principal in Charge Dennis Haglan, and DHA staff understand the HBP process which translates into projects that are not held up due to procedural oversight.

- The Project Manager, Stacey Alliguie has been responsible for processing the federal paperwork for the majority of the HBP projects designed and managed by DHA, including requests for authorization, finance letters, and Exhibits 6A, 6B, and 6D of the Local Assistance Procedures Manual.
- Our PIC, QA/QC, and Federal Funding Assistance Engineer, Dennis Haglan, is a former Caltrans Structures Local Assistance Engineer.

In our experience, the project moves along most efficiently when we collaborate with the County to set realistic schedules. There are two design areas that need special attention in order to keep the project moving forward: environmental approval and utility coordination. Below will be the overall flow of the HBP process for this project.

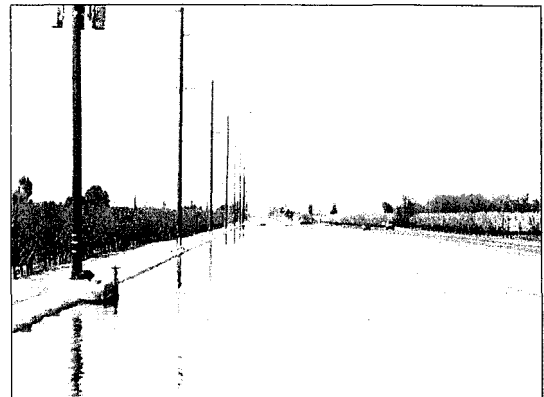
Environmental Approval

To complement our transportation services DHA offers in-house environmental management. It is imperative that a firm have a solid background with environmental policies and procedures as this is typically on the critical path. Our environmental planners work directly with our engineers throughout a project to identify environmental issues. **This provides designers the ability to avoid costly impacts and mitigation.**



No significant impacts are expected to occur as a result of the proposed bridge replacement. Therefore, an Initial Study/Mitigated Negative Declaration (IS/MND) is considered the appropriate document for CEQA clearance. For NEPA, it is expected that a Categorical Exclusion (CE) will be required. However, based on site visits and a preliminary review of available information, cultural resources could be a potential issue.

Cultural resources are often a sensitive issue associated with bridge projects due to the age of the structures (most over 50 years old) and the possibility of historical significance. As the TID Ceres Main Canal is over 50 year in age, there may be a potential for the canal itself to be classified as historic and potentially eligible for the National Register, which could result in formal consultation with the State Historic Preservation Officer (SHPO). However, a segment less than 0.5 mile from the APE was determined not eligible for listing on the National Register in 1999, and the DHA team assumes that the same finding would be appropriate for the canal segment located within the project.



If the canal is found eligible for the National Register, project manager Stacey Alliguie has experience with this process from past projects. For the Somersville Road Bridge over the Contra Costa Canal, the concrete lining of the canal was found to be historic and could not be disturbed. Stacey was able to work closely with SHPO and Caltrans to design a replacement structure that did not disturb the concrete lining, and created project specifications which helped to ensure the canal was not damaged during construction.

Utilities

A key milestone in any HBP project is the Utility E-76. Chapter 14 “Utility Relocations” requires the County to comply with the Caltrans Right of Way Manual for projects off the State Highway System that are financed with federal funds. This includes the preparation of a Report of Investigation (ROI) document that identifies the County’s liability for relocation costs and a Notice to Owner (NTO) that clearly defines the impacted facility, owner’s conflict resolution plan, estimated completion date, and liability.

If the County is liable for any portion of the relocations, a Utility Agreement (UA) will also need to be prepared and sent to the owner along with the NTO. For any projects where the County is liable for a portion of the relocations, the ROI, NTO, and UA will need to be sent to the Caltrans District Utility Coordinator for review and approval, prior to sending the documents to the owner.

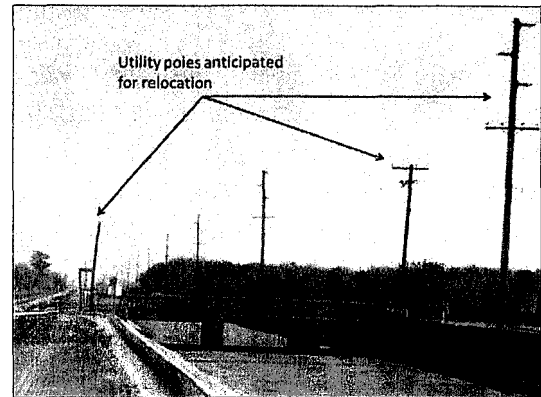


Figure 3: Utility Poles

Many HBP projects suffer delays early in construction due to utility companies not responding to relocations in a timely manner. DHA has experienced this in the past, so we have developed and used a very structured approach to utility coordination that involves on site meetings with utility companies. For example, on the Brewer Road bridge projects, Stacey Alliguie called for several working meetings as well as field meetings with the utility companies, one at the 65% design stage and the other at the final design stage to ensure the utilities were relocated in an area that would not impact the construction of the project. The schedule for construction was clearly laid out for all affected companies, and when the contractor mobilized onto the site, the utilities had already been moved.

For this site, bridge replacement will require relocating two overhead utility poles (jointly owned by AT&T and TID Electric) on the south corners of the bridge and one guy pole on the northeast corner (Figure 3). These facilities are not located with County right of way, so the County will likely be liable for some relocation costs. These relocation costs can be paid for using HBP funds.

A 6” waterline is attached to the existing bridge on the east side of Gilbert Road. This waterline will be relocated onto the new structure. DHA will investigate whether the waterline can be temporarily shut off during construction, or if the waterline must remain in service and will require temporary relocation.



Coordination with Turlock Irrigation District (TID)

One of the challenges of replacing the bridge at this site is coordinating construction with TID. The canal is full of water most of the year and closures where the canal is empty are inconsistent and typically have very short notice. This presents a challenge for constructing supports inside the canal as well as removal of the existing bridge supports. Building and removing



the bridge in two stages doubles the number of times coordination will need to occur which could result in

long construction delays. **DHA has worked with irrigation districts on numerous occasions and will proactively address potential critical issues and review delays.**

The canal is full of water during TID's "wet season", which runs from March 1st through October 31st. A short construction season (November – March) presents a challenge for constructing the new structure supports and removing the existing ones from within the canal. While the canal is mostly dry from November – March, there is a small amount of stormwater flow (10 cfs max flow rate) from the City of Hughson that will need to be addressed during construction. This stormwater can be accommodated by piping it through the construction area.

PROJECT TEAM QUALIFICATIONS

DHA Firm Qualifications

Drake Haglan & Associates, Inc. (DHA) is a transportation engineering services firm specializing in local agency federal-aid projects, with a focus on bridge, highway, and roadway engineering. In addition, **DHA also offers in-house environmental services which streamline the CEQA and NEPA processes** for our clients. As a small business enterprise formed in 2007, DHA is founded on the principle that project success is determined by client satisfaction with a quality product. This is achieved through strong project management and project delivery services provided by each Principal of the firm. The DHA Principals, **Craig Drake, Dennis Haglan, Kevin Ross, Eli Aramouni, and Matt Satow** have over 120 years combined experience designing and managing transportation projects throughout California.

Our staff has an unmatched understanding of the local agency transportation project delivery process, and in particular we specialize in projects that are financed through federal transportation funding programs. DHA continues to be a leader in the transportation engineering industry for three reasons: 1) we attract and retain talented and committed professionals; 2) we promote a work environment that encourages teamwork, innovation, and success; and 3) we always provide consistently high quality products and services to our clients.

Client satisfaction and attention to detail is DHA's signature!

DHA has been providing project management, engineering, environmental, and funding application services on numerous HBP- and LBSSRP-funded projects throughout California, including projects within Caltrans District 10. Current District 10 projects include the 11th Street Bridge Replacement for the City of Tracy, the Wildwood Road Bridge Replacement for San Joaquin County, and the Bunker Hill Road Bridge Replacement, Fiddletown Road Bridge Replacement, and Old Amador Road Bridge Replacement projects for Amador County.

DHA was recently selected to Amador County's on-call list for environmental services. DHA has been providing environmental services for our current Amador County bridge replacement projects and we have an excellent working relationship with Caltrans District 10 environmental staff.

DHA Fast Facts

- Founded in 2007
- California Corporation
- Small Business Enterprise
- Located in Rancho Cordova
- 24 Professional Engineers
- 45 Completed Projects
- \$10 million Annual Volume
- Zero Litigation, Claims, Settlements
- **Mission: Client Satisfaction**

DHA Expertise

- Transportation Engineering
- Bridge Design Services (Rehabilitation, Replacement, Retrofit)
- Interchanges, Arterial, Collector, and Local Streets
- Environmental Studies and Permitting
- Construction Plan and Specification Review
- Computer Aided Drafting Support
- Improvement Plan and Specification Review
- Erosion Control and SWPPP
- Program and Project Management
- Construction Management and Inspection
- Funding and Caltrans Local Assistance Support

Subconsultant Qualifications

DHA has built solid relationships with numerous subconsultants. Our experience and history of working together has developed trusting relationships that result in repeated teaming arrangements. **We know our subconsultants and they know us.** DHA hand-selected the following subconsultants for their specialty expertise, as well as their past Stanislaus County and Caltrans District 10 experience.

LSA

Established in 1976, LSA Associates, Inc. (**LSA**) provides expertise in transportation, air quality, global climate change, noise, biological resources, water quality, hazards, and cultural resources. For the Hickman Road Bridge project, LSA will assist DHA with the environmental clearance and permitting efforts.



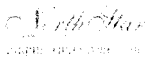
Established in 1989, Judith Buehe Communications (**JBC**), has developed consensus-building and public participation programs throughout California which identify communities of interest, provide opportunities for meaningful involvement, and nurture a sense of community partnership. For the Hickman Road Bridge project, JBC will assist DHA with public outreach services.



Established in 2001, Avila and Associates Consulting Engineers, Inc. (**Avila**) focuses on water resources engineering, hydrology, hydraulic analysis and design, and hydraulic countermeasure design. Avila has extensive experience analyzing and mitigating hydraulic impacts on infrastructure throughout California. For the Hickman Road Bridge project, Avila will lead the hydraulic analysis and reporting.



Founded by Benjamin and Sarah Crawford in 2012, Crawford & Associates, Inc. (**Crawford**) provides creative solutions and responsive service, while providing growth opportunities for their employees. Rick Sowers joined the firm as a principal in 2013. The principals of the firm bring significant experience in geotechnical engineering, design, and construction services on projects ranging from levees, transportation, bridges, water and wastewater facilities, pipelines, tanks and pump stations, schools, hospitals, residential, and commercial projects. For the Hickman Road Bridge project, Crawford will provide the geotechnical engineering services.



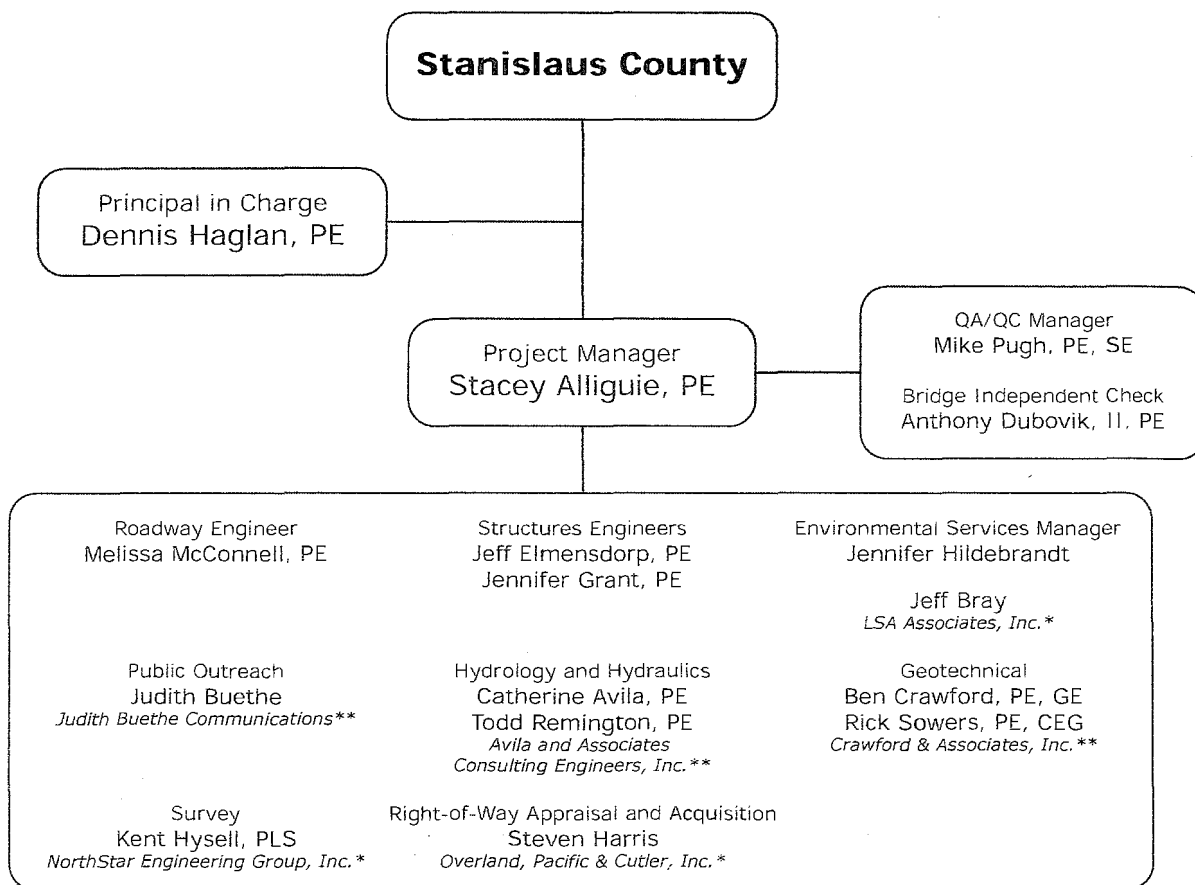
Established in 2002, NorthStar Engineering Group, Inc. (**NorthStar**) provides professional land surveying services, including right-of-way surveys, topographic surveys and mapping, construction staking, boundary surveys, legal descriptions/plats, final maps, parcel maps, ALTA surveys, record of surveys, monumentation, and aerial control surveys. For the Hickman Road Bridge project, NorthStar will provide the topographic and boundary survey work and the project base mapping.



Established in 1980, Overland, Pacific & Cutler, Inc. (**OPC**) provides right-of-way program management, land and right-of-way acquisition, real estate appraisal, appraisal review, relocation planning and implementation, property management, and utility coordination. For the Hickman Road Bridge project, OPC will lead the right-of-way appraisal and acquisition efforts.

Key Personnel

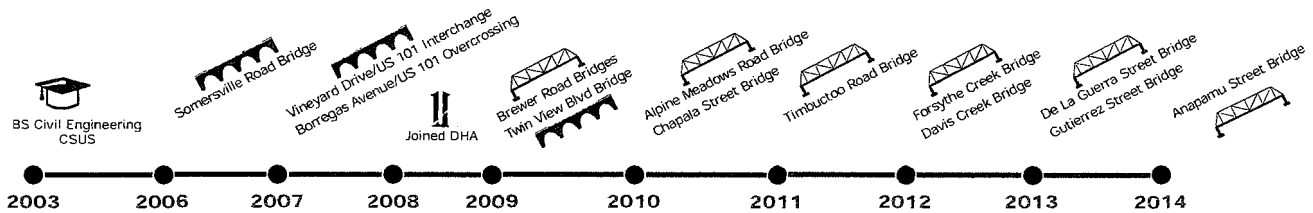
DHA has carefully considered the existing commitments and future availability of all the key staff who have been proposed for the Hickman Road Bridge project. Based on this assessment, we can commit our assigned key personnel to the specific levels of participation detailed in our proposal. The organization chart below shows our full team and their roles. We have highlighted the qualifications of our key team members on the following pages, as well as a summary of their project experience. Project team member resumes are included in Appendix E.



*Subconsultant
**DBE Subconsultant

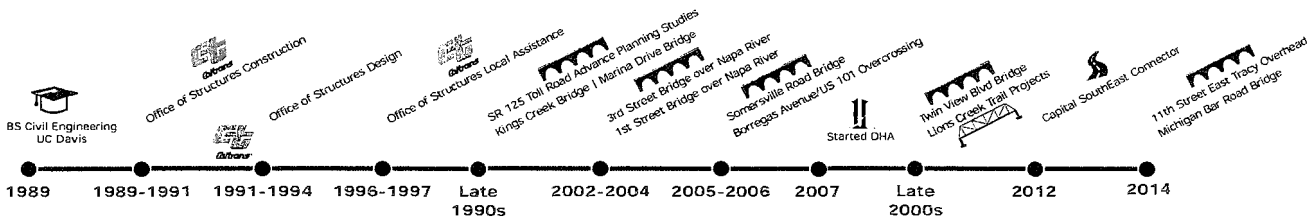
Stacey Alliguie, PE | Project Manager

Stacey has 12 years' experience in management, design, and construction of bridge, structures, and roadway projects. She is ideally suited for this assignment, having served as deputy project manager on numerous public agency projects. Her bridge design experience includes preparation of plan details, quantity take-offs, quantity calculations, cost estimates, and special provisions. Stacey will be your DHA project manager and main point-of-contact, responsible for your project on a daily basis.



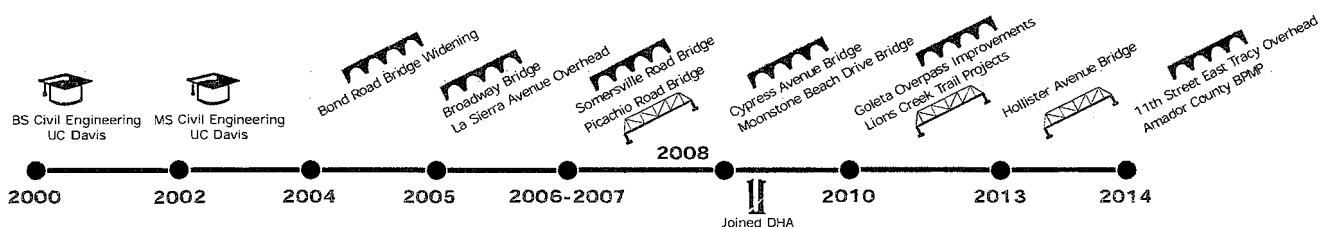
Dennis Haglan, PE | Principal in Charge | QA/QC Manager

Dennis has 25 years' experience in transportation design, construction, and project management for state and local agency projects, including bridge replacement, rehabilitation, and seismic retrofit projects. He is ideally qualified for this assignment having spent eight years at Caltrans as structures representative, resident engineer and structures local assistance engineer, where he provided oversight for the federal HBP. Dennis will be DHA's Principal in Charge responsible for project oversight, including the allocation of manpower and resources, value engineering, and client satisfaction.



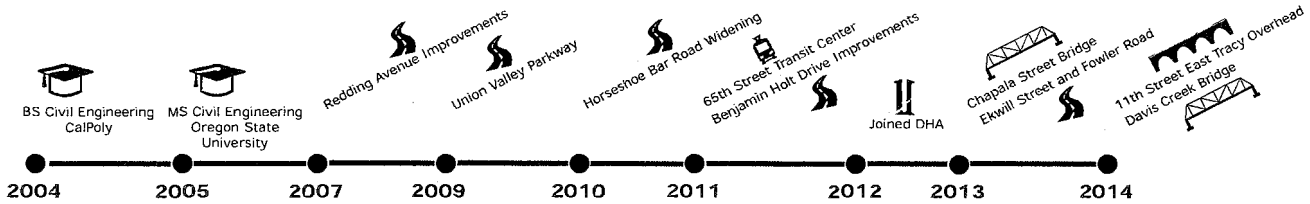
Jeff Elmendorp, PE | Lead Structures Engineer

Jeff has 12 years' experience in bridge design, calculations, plan details, quantity take-offs, and cost estimates, as well as the design of retaining walls and other transportation structures. He is ideally suited for this assignment as he is currently serving as the lead bridge engineer on four HBP bridge replacement projects for Amador County. Jeff will be the lead bridge engineer working closely with Stacey Alliguie to coordinate design issues with DHA staff and subconsultants.



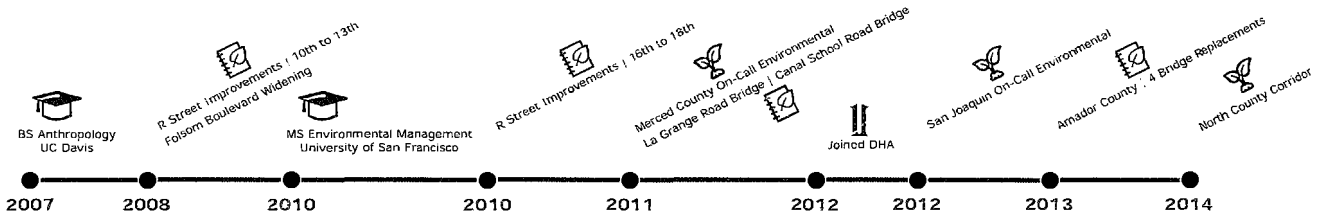
Melissa McConnell, PE | Lead Roadway Engineer

Melissa has nine years of transportation and traffic engineering experience, focusing on roadway design and the preparation of PS&E packages, including road widening; bicycle, pedestrian, and transit facilities design; and “complete streets” roadway design. She is ideally suited for this assignment as she is currently serving as the lead roadway engineer on the 11th Street East Tracy Overhead project for the City of Tracy, in collaboration with Jeff Elmensdorp. Melissa will be the lead roadway engineer in charge of geometric layout of the road approach and bridge horizontal alignment and vertical profile.



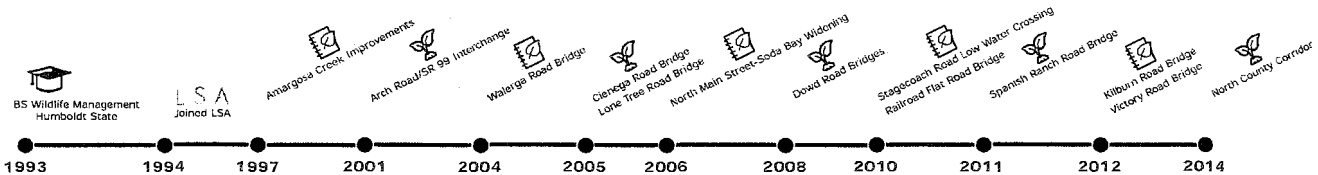
Jennifer Hildebrandt | Environmental Services Manager

Jennifer specializes in providing documentation in compliance with CEQA, NEPA, the Endangered Species Act, the National Historic Preservation Act, and the National Transportation Act. She is ideally suited for this assignment, having focused her career as the environmental lead on transportation projects throughout California. Jennifer is currently co-authoring several environmental technical studies for the North County Corridor project for Stanislaus County. She will lead the development of the environmental technical studies, CEQA/NEPA document, and regulatory permit applications.









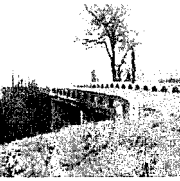
Jeff Bray | Environmental Technical Assistance

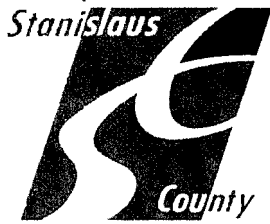
Jeff has 19 years’ experience with biological resources and wetlands projects throughout California. He has developed extensive experience working on transportation projects, particularly those involving bridge replacements or retrofits. Jeff is ideally suited for this assignment as he has provided environmental services on numerous Stanislaus County bridge projects, and is currently serving as the biologist on the North County Corridor. Jeff will assist Jennifer with the environmental clearance and permitting efforts.



Project Experience and Demonstrated Technical Ability

The DHA team has over 300 years of combined experience in the design and delivery of over 100 HBP-funded projects. The table below provides a brief highlight of our technical ability.

Project Name Location	Description of Work	HBP Funding	Creek/ Canal	District 10
 <p>North County Corridor <ul style="list-style-type: none"> Stanislaus County </p>	20 miles of four-lane to six-lane expressway connecting to SR 219/Kiernan Avenue, and bypassing Modesto, Riverbank, and Oakdale to connect to SR 108/120.			●
 <p>Brewer Road Bridges <ul style="list-style-type: none"> Placer County </p>	Single-span, 21-foot-long, reinforced concrete slab structure (Branch Curry Creek); Single-span, 24-foot-long, reinforced concrete slab structure (King Slough).	●	●	
 <p>Somerville Road Bridge <ul style="list-style-type: none"> City of Antioch </p>	50-foot-long, pre-cast, pre-stressed voided slab bridge over a concrete lined channel. Innovative design required to not damage canal lining (historical resource).	●	●	
 <p>11th Street East Tracy Overhead <ul style="list-style-type: none"> City of Tracy </p>	Single-span, spliced-bulb tee girder structure over three separate UPRR tracks. Obtained an additional \$13 million in Proposition 1B funding for this project.	●		●
 <p>Wildwood Road Bridge <ul style="list-style-type: none"> San Joaquin County </p>	40-foot-long, single-span, post-tensioned slab bridge supported on two abutments. Roadway realignment and widening of approximately 900-feet of County road.	●	●	●
 <p>Four Bridge Replacements <ul style="list-style-type: none"> Amador County </p>	36-foot-long, two-span, cast-in-place concrete slab structure (Bell Road); 65-foot-long, two-span, reinforced concrete structure (Old Amador); 63-foot-long, single-span, cast-in-place concrete slab structure (Bunker Hill); 40-foot-long, single-span, cast-in-place, concrete slab structure (Fiddletown).	●	●	●
 <p>Wimer, Pezzi, Sexton Road Bridges <ul style="list-style-type: none"> San Joaquin County </p>	Bridge replacement feasibility studies and life cycle cost analyses comparing bridge rehabilitation vs. replacement. Replacement was justified for all three bridges.	●	●	●



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE
Director

Colt Esenwein, PE
Deputy Director, Engineering/Operations

Diane Haugh
Assistant Director, Business/Finance

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

www.stancounty.com/publicworks

August 1, 2014

Dear Residents and Business Owners:

Stanislaus County Department of Public Works has identified the need to improve the existing Bridge on Gilbert Road over the Turlock Irrigation District Main Canal. This project is in your neighborhood and our goal is to keep you informed and knowledgeable about the project as it progresses.

Currently the project has just begun and we are in the preliminary engineering and environmental approval phase. As such, representatives from the County's design team will be conducting periodic field investigations throughout the project area. This project will take several years and public input meetings will be scheduled in the near future.

A brief background on the project is listed below:

- The existing bridge was built in 1924 and has been determined to be "functionally obsolete." This means the bridge does not meet current engineering design standards. For example, the lane widths and shoulder widths are too narrow and the bridge barriers are beginning to deteriorate.
- Our proposed project will improve the bridge or replace it so that it meets modern engineering standards such as two 11-foot wide lanes with 5-foot shoulders and new vehicular barriers.
- The County will be investigating widening and replacement options.
- The project is being funded through the Federal Highway Bridge Program.

Thank you in advance for your patience and cooperation with this project. If you have any questions, concerns, or would like additional information about the project please feel free to contact me (209) 525-4133 or chrns@stancounty.com.

Sincerely,

Sam Chrun, PE
Associate Civil Engineer
Stanislaus County Public Works Department
1716 Morgan Road
Modesto, CA 95358

APPENDIX B | RISK MATRIX

Risk	Issue	Impact to Cost of Scope and Schedule
<ul style="list-style-type: none"> ■ Liquefaction Settlement 	<ul style="list-style-type: none"> ■ Based on our experience in the valley and Stan County specifically, we may encounter isolated saturated sand layers that may be susceptible to liquefaction. 	<ul style="list-style-type: none"> ■ If encountered, deeper foundation may be required to provide support below liquefaction zones.
<ul style="list-style-type: none"> ■ Existing Foundations 	<ul style="list-style-type: none"> ■ If the new bridge is located along the same alignment, the existing foundation may impact the planned improvements and have to be removed or avoided. 	<ul style="list-style-type: none"> ■ Potential extra costs and unknowns due to removing existing foundations.
<ul style="list-style-type: none"> ■ Hard Soils 	<ul style="list-style-type: none"> ■ Hard soil layers can make displacement piles more difficult to install. 	<ul style="list-style-type: none"> ■ May require pre-drilling which can increase the cost.
<ul style="list-style-type: none"> ■ High Groundwater 	<ul style="list-style-type: none"> ■ Will likely encountered shallow groundwater at levels similar to the adjacent canal making CIDH and spread foundations more difficult to install. 	<ul style="list-style-type: none"> ■ May require construction when the canal is dry and require close coordination with irrigation district.
<ul style="list-style-type: none"> ■ Nesting Birds 	<ul style="list-style-type: none"> ■ The project has the potential for nesting birds. 	<ul style="list-style-type: none"> ■ Preparation of a Natural Environment Study Minimal Impacts will take approximately 8 weeks from receipt of 35% design plans.
<ul style="list-style-type: none"> ■ Farmland 	<ul style="list-style-type: none"> ■ Prime farmland is located adjacent to the proposed project area. 	<ul style="list-style-type: none"> ■ Preparation of AD Form 1006 will take approximately 8 weeks from receipt of 35% design plans.
<ul style="list-style-type: none"> ■ Visual 	<ul style="list-style-type: none"> ■ Caltrans may require a Visual Impact Assessment. 	<ul style="list-style-type: none"> ■ Preparation of a Visual Impact Assessment Memo will take approximately 8 to 10 weeks from receipt of 35% design plans.
<ul style="list-style-type: none"> ■ Noise 	<ul style="list-style-type: none"> ■ Caltrans may require a Noise Study. 	<ul style="list-style-type: none"> ■ Preparation of a Noise Technical Memorandum will take approximately 8 weeks from receipt of 35% design plans.
<ul style="list-style-type: none"> ■ Cultural 	<ul style="list-style-type: none"> ■ It is possible that the canal could be historically significant because it was built in the early 1900's. 	<ul style="list-style-type: none"> ■ Preparation of an APE map and HPSR/ASR will take approximately 5 months from receipt of 35% design plans and vertical project limit information.
<ul style="list-style-type: none"> ■ Water Quality 	<ul style="list-style-type: none"> ■ The canal does receive stormwater. This could trigger water quality treatment if the increase in impervious area is greater than 0.5 acres. 	<ul style="list-style-type: none"> ■ Preparation of a Water Quality Assessment Report will take approximately 8 weeks from receipt of 35% design plans.

APPENDIX C | SCOPE OF SERVICES

The DHA Team will provide professional services for project management, surveying and base mapping, hydraulic analysis, geotechnical analysis, environmental documentation, roadway and bridge design, and construction support tasks identified in the task items below. In the performance of this scope of services, DHA will diligently perform this scope of work and will be responsible for items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the DHA's obligation to indemnify and defend are limited to the extent actually caused by DHA in the performance of this scope of work.

Project Management (WBS 100)

Task 1: Project Management (12 Months)

DHA's Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, memo's, letters and e-mail, making phone calls and maintaining project files. This activity commences with receiving the Notice-To-Proceed, continues through submittal of the key final project deliverables, and concludes at the completion of construction and close out. We assume the project will be delivered on a timely basis, with a maximum review period of 3 weeks for any review of any deliverable by the County or Caltrans and thus a total of 12 months will be the project duration.

Task 2: PDT Meetings (6)

DHA, with input from the County and Caltrans, will establish a Project Development Team (PDT) for this project. The purpose of PDT meetings is to provide

a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. DHA will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. DHA will facilitate meetings as applicable and prepare meeting minutes with action items.

We will begin with a project kick-off meeting to be sure of a mutual understanding of the intended purposes, objectives, milestones and deliverables of the project. At the project kick-off meeting DHA will distribute a master Critical Path Method (CPM) schedule as a draft for review by the PDT. The draft CPM schedule will then be updated using comments received from the PDT. The CPM schedule will be updated at major project milestones and will be prepared using Microsoft Project software.

Thereafter, meetings will generally be held centered on key project milestones. DHA will take the lead in conducting the meetings including preparation and distribution of the meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including the recap of actions to be taken prior to the next meeting. This scope assumes a total of six (6) PDT meetings.

Task 3: Agency and Stakeholder Coordination

DHA will perform ongoing general project coordination with the agencies and stakeholders including maintaining project files, holding focused coordination meetings, and preparing memo's, letters, e-mail, and phone calls necessary to manage the project.

Task 4: FHWA Programming/Caltrans Local Assistance Paperwork

DHA will prepare the paperwork necessary to comply with the requirements of FHWA funding and Caltrans Local Assistance procedures for the County's signature and submittal to Caltrans District 10 Local Assistance. These submittals include the requests for obligation/authorization for each phase of the project: preliminary engineering, right of way, utility relocation and construction.

Task 5: Quality Assurance/Quality Control

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

Surveying & Mapping (WBS 160)

Task 1: Record Research, Calculations, Right of Entry

NorthStar (NS) will collect publicly available records and mapping including records of survey, subdivision maps, parcel maps and corner records affecting these properties.

NS 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.

A Right of Entry (ROE) to private property may need to be obtained. It is assumed that the County will be the lead agency and will assist in obtaining the ROE.

Task 2: Right of Way/Control Field Survey

NS will Perform a Boundary Survey to provide design control and right-of-way mapping for the project. 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). 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. Perform calculations for the right of ways based on the found monumentation and lines of occupation located with the field survey.

Task 3: Supplemental Design Topographic Survey

Perform a detailed field survey of the existing roadways, physical improvements, canal 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 Stanislaus 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, Gilbert Road and Hatch Road cross-sections, striping, bridge structure (limited survey based on removal of existing structure),

headwalls and wingwalls, fences, driveways, pavement elevations, guard rails, TID main canal cross-sections, utilities, irrigation pipeline and structures, and other miscellaneous visible features. Cross-sections will be taken at 50 foot intervals along Gilbert Road and Hatch Road except in areas of vertical curves where cross sections will be taken on 25 foot intervals. Existing canal cross-sections will include the existing canal template and extending to the toe of canal fill on the dry side of the levee and will be taken along each edge of the upstream and downstream side of the Gilbert Road and Faith Home Road bridge crossings and at the weir structures 600 feet upstream and 1800 feet downstream of the Gilbert Road Bridge.

Based upon information gathered in the survey/base mapping tasks NS will compile an electronic base map. This will be in AutoCAD Civil 3D and will be drafted true to three dimensions to ensure an accurate surface model. NS will run break lines as appropriate and include elevation spot shots and other relevant features from the photogrammetric mapping and supplemental topographic survey. The electronic base map will conform to the following:

- Include north arrow and a graphic scale
- Include legend symbols for all planimetric details
- Layer names and format of the computer files shall be as directed by DHA
- All text style, orientation and size shall be as directed by DHA
- Include control points
- Include all topographic survey points used to create the planimetrics and surface model
- Place non-topographic information on separate layers
- Delineate curb, gutters, sidewalks, utility vaults, manholes, cleanouts, headwall, valves, utility boxes, poles, trees, fences
- Include above-ground utilities
- Include underground utilities as provided by the utility companies and located by others during potholing

A diligent effort will be made to show underground information as provided, including the potholes completed by the DHA subcontractors. Because the response time of utility companies may vary, NS will deliver one (1) electronic base map with topographic and parcel lines. This base map will then be updated once as additional utility information becomes available.

Task 4: Existing Utility Mapping

DHA will prepare and mail (on County letterhead) "A" Utility Plans. Utilities known to operate in the vicinity of the project will be contacted. DHA will map the existing utilities based on as-built plans, utility maps, field observation, and topographic surveys of above-ground utilities. DHA will continue to coordinate with utility agencies through final design (see scope below in later phase of work).

• Surveying & Mapping Deliverables:

- Project control diagram in electronic format
- Electronic base map (digital photogrammetric mapping of project area with Digital Terrain Model)
- Utility base mapping (to be provided as part of the electronic base map)
- Field notes, electronic ASCII format and hard copy of the survey point file
- Benchmark data and basis of bearings
- Utility "A" Letters
- Survey shots on pothole locations

Preliminary Engineering (WBS 240)

Task 1: Data Gathering/ Mandatory Field Review

DHA will collect and review all available information provided by the County and Caltrans. Also as a part of this task the mandatory field review meeting will be conducted. The purpose of this field review is to bring the County, Caltrans and the design team together in

order to gain consensus on the project requirements necessary to comply with federal and state laws. The field review meeting allows the project team to become familiar with the project site, check for any conditions that would be affected by construction and begin to discuss environmental considerations.

Task 2: Strategy Report

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

Task 3: Hydraulic and Hydrologic Studies

Task 3.1: Obtain and Review Project Documentation

Avila and Associates will obtain relevant project information including but not limited to the following:

- Caltrans Bridge Maintenance Reports for the existing adjacent bridges crossing TID. This helps to determine the necessary freeboard, span lengths and the type of bridge pier that will minimize debris capture. Maintenance records can also be used to determine if significant channel bed degradation has occurred at the bridges and can be used as part of the degradation analysis.
- Obtain discharge and available water surface elevation information from the Turlock Irrigation District (TID).

Avila and Associates will field review of the proposed bridge reach with the Prime Consultant and Stanislaus County.

- **Assumptions:** Reports are public information and readily available. Access to the bridge is readily available.

Task 3.2: Obtain Cross Sections and Run HEC-RAS

Hydraulic parameters (water surface elevations and velocity) will be obtained from the Army Corps of Engineers HEC-RAS (Hydraulic Engineering Center River Analysis System) version 3.1.3 model based on: 1) surveyed channel cross sections 2) as-built data provided by Caltrans and Stanislaus County, and 3) a field investigation by Avila and Associates Consulting Engineers, Inc.

The river reach will be described. Manning's "n" values for the channel and overbank will be estimated from field investigation as well as engineering judgment. There will be 2 steps used to develop the HEC-RAS Models.

Existing Conditions Model

Complete a request to survey cross sections to use to set up a hydraulic model. The Consultant shall prepare an existing condition HEC model and a proposed condition HEC model. Hydraulic variables (water surface elevation, velocity, etc.) will be determined for the 50 and 100 year and other discharges as appropriate as estimated under Task 2 above. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats.

Proposed Bridge Model

The HEC-RAS model will be re-run for the proposed bridge. The hydraulic variables (water surface elevation, velocity etc.) will be determined for the 50- and 100-year discharges estimated under "hydrology" above. Results from the Hydraulic analysis will be provided in both tabular as well as graphical output formats.

Task 3.3: Prepare Draft and Final Report

Prepare Draft and Final hydrology, hydraulics and scour report incorporating the comments from the Draft Report.

- **Assumptions:** One review of draft final report.

Task 4: Geotechnical Engineering

This task will be led by Crawford and Associates, Inc (CAInc). CAInc will perform the following services and prepare a Geotechnical Design Report.

Task 4.1: Coordination, Permits, and Mark for USA

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

Task 4.2: Subsurface Exploration

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

Locations	Soil Survey Results	Number of Explorations	Depth Below Existing Grade
Gilbert Rd Bridge @ TID Ceres Main Canal	Interbedded layers of silts and sands	3	40 to 60 below ground surface

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

Our Engineer/Geologist will direct the sampling and log the borings. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to an independent laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow and solid stem augers and mud-rotary

techniques. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. The borings will be backfilled according to the County permit requirements.

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

Task 4.3: Laboratory Testing

CAInc will perform the following laboratory tests on relatively undisturbed samples obtained from the exploratory borings: Moisture Content and Unit Weight for bearing capacity and lateral capacity; compression, and/or Direct Shear for bearing capacity and lateral capacity; Sieve Analysis for liquefaction analysis and scour information; Resistance Value for pavement design; and, Resistivity, pH, Sulfate Content and Chloride Content for soil corrosivity analysis.

Task 4.4: Evaluation and Engineering Analysis

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

Task 4.5: Geotechnical/Foundation Report

CAInc will prepare and submit a Draft Geotechnical/Foundation Report. The report will include recommendations for design consistent with current Caltrans guidelines by combining Materials, Geotechnical Design and Foundation Reports into a single report. The report will include: Scope of Work; Site Description; Project Description; Field

Exploration; Laboratory Testing; Site Geology and Subsurface Conditions; Seismic Data and Evaluation; Liquefaction Evaluation; Geotechnical Scour Considerations; Foundation Recommendations (i.e., type, elevation and allowable loading of bridge foundation elements); Approach Recommendations; New Pavement Section Recommendations; Construction Considerations; Location Map; ARS Curve; Log of Test Borings; Laboratory Test Results.

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

Task 5: Structure Type Selection Report

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

Task 6: Preliminary (30%) Roadway Plans

DHA will prepare a single preliminary roadway plan exhibit for the proposed roadway alignments for review and comment by the County. The exhibit will show, amongst other things, the proposed roadway layout and profile, typical roadway sections, bridge width/length, approach roadway limits, and preliminary right of way impacts, if any. Included with the exhibit will be a brief Design Narrative that documents the decisions regarding roadway design. This exhibit and narrative will serve as the geometric approval drawings.

- **Preliminary Engineering Deliverables:**
 - Discharge and water surface elevation information to be incorporated in report
 - Water surface elevation, velocity estimates and hydrologic summary table variables will be

incorporated in Report

- PDF version of the draft report to be provided to the Prime Consultant via electronic mail and 3 bound copies of the final (signed and stamped) version of the report will be provided to the prime consultant
- Geotechnical Design & Foundation Report - five (5) copies, PDF
- Draft and Final hydrology, hydraulics and scour report - five (5) copies, PDF
- Type Selection Report - five (5) copies, PDF
- 30% GAD and Design Narrative

Public Outreach (WBS 100.10.99)

Task 1: Public Outreach Program

Judith Buehe Communications (JBC) will design and implement a public outreach program to assist the project team in presenting the Gilbert Road over TID Ceres Main Canal Bridge Project to the public, building community consensus, and ensuring communication and understanding between decision-makers, property owners, residents, and other stakeholders. The outreach will include community education on the importance of the project and on the current condition of the roadways, including a public hearing and meetings as required to facilitate community involvement and to educate the community on the importance of the bridge and the current condition of the existing bridge in support of the environmental determination.

Key community constituents will be consulted at critical decision points, and technical information will be prepared and shared in a form understood by all parties. Public outreach activities will be planned and implemented with the utmost sensitivity to local concerns and issues.

Recommended Program

The recommended program for public outreach incorporates these primary activities—community outreach plans; stakeholder identification, development of a database, and an informational

mailing piece and survey; news release; one-on-one meetings with key property owners; and information Hotlines (telephone and Internet) with comment tracking. JBC will also prepare careful, detailed summary reports of public outreach and involvement activities that will include a listing of community concerns and issues.

Team Kickoff and Project Development Team Meetings

JBC will prepare for and participate in the team kickoff/strategy meeting and ten additional meetings. JBC will prepare a brief community outreach plan with timelines to guide outreach efforts. The community outreach plan will include developing a simple project logo for the project.

Identification of Stakeholders

JBC will work with Stanislaus County and the Project Development Team to identify a geographic area of interest. JBC will research and develop a stakeholder database of residents, property owners from Assessor Rolls, business owners, civic organizations, transit, first responders, and other potentially interested parties, which will be updated throughout the project with information from the project team and from telephone, e-mail and personal contacts. The stakeholder database, which will be designed to meet State CEQA Guidelines and requirements for noticing, will also be coded according to interest and ongoing involvement/interaction with the project. Groups in the stakeholder database will include, but not be limited to, the following:

- Stanislaus County Board of Supervisors, City Council members, Municipal Advisory Council members, Stanislaus Council of Governments, and other elected and appointed officials.
- Ceres
- Caltrans
- Residents and property owners nearby each project location
- Businesses and other establishments nearby each project location
- School districts

- Groups representing businesses and agriculture
- Civic, community, and environmental groups
- Emergency responders
- Transit
- Utility providers
- Pertinent County staff
- Other pertinent local, state and federal agencies and stakeholders

Newsletter Notifications/Media

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

Any comments that are received will be recorded, provided with an appropriate response, and be considered in the design where appropriate. A detailed report of the notification process and results, including all comments and recommendations for administrative and public review, will be prepared. Commensurate with the timing of the newsletter, a news release will be prepared and distributed to mainstream and alternative print and broadcast media. Prior approval of the County Public Information Officer (through the County's Project Manager) will be obtained for any communications with public media pertaining to the bridge engineering work.

Individual Stakeholder Meetings

JBC will arrange for, facilitate, and prepare a report for up to four individual stakeholder meetings with property owners and/or tenants. The stakeholder meetings will include the project manager and may

include the right-of-way consultant.

Hotlines

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

• **Public Outreach Deliverables:**

- Stakeholder database, which will include recent Assessor rolls of property owners, will be updated quarterly or as additions and/or changes occur; and will include notations of stakeholder activity/involvement.
- Arrangements, facilitation, and report of up to four meetings with individual stakeholders.
- Preparation of notification and survey.
- Mail.
- Report of comments/responses
- Detailed report of notification process and results
- News release
- Staffed Hotlines and contact log

Environmental Clearance (WBS 165/205)

Task 1: Prepare PES Form

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

Task 2: Environmental Technical Studies

The following outline of technical studies is based on DHA's review of the Caltrans PES form, knowledge of Caltrans District 10 staff, initial site visit at the project site and familiarity with bridge projects of similar scope and size. DHA assumes that the final scope of appropriate NEPA clearance documents and technical studies will be confirmed with Caltrans District 10 staff during a field visit at the project site. If necessary, DHA will discuss any required changes (additions or reductions) to this preliminary scope of work and prepare a final scope of work/cost estimate for County approval prior to commencing the Environmental Technical Studies Phase.

Task 2.1: Hazardous Waste ISA

The DHA team will conduct a Phase 1 ISA in accordance with Caltrans' procedures. The ISA will contain a description of the work performed, any deviations from normal ISA procedures, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations.

Task 2.2: Natural Environment Study Minimal Impacts (NES MI)

Biological sensitivity on the site is low. Biological resources potentially occurring on the project site are likely limited to swallows or other birds nesting on the underside of the bridge. As such, the DHA team will prepare a NES MI to document biological resources for the project area. The DHA team will prepare the NES MI in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

The DHA team will conduct a focused presence/absence survey to evaluate the presence of biological resources present in the project area, and to determine potential effects to those resources. Prior to conducting this survey, the DHA team will query the CNDDDB, United States Fish and Wildlife Service (USFWS), CNPS Online Databases and any other literature and

database resources pertaining to biological resources in the project area.

The results of the biological surveys will be documented in the NESMI and will include an assessment of project impacts on the biological resources present. Avoidance and minimization measures will be included where appropriate. The NES will include a discussion of Project compliance with the following federal laws, acts, and Executive Orders (EOs):

- EO 11990 - Protection of Wetlands
- EO 11988 - Floodplains
- EO 13112 - Invasive Species
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act

Task 2.3: Area of Potential Effect (APE) Map

Base maps and plans, depicting the area proposed for impacts (e.g., construction, staging, and construction access areas) will be assembled and a draft APE will be created by the DHA team for the project area. The map will be plotted on an aerial photograph at a scale of approximately 1"=100' or 1"=200', with a bar scale. The map will depict the existing and proposed right-of-way and clearly labeled roads, and the APE for both archaeological and historic resources. The APE map will have a signature and date block for "Principal Investigator - Prehistoric Archaeologist" and "Caltrans Local Assistance Engineer." The APE map will be submitted to Caltrans for approval and adoption.

Task 2.4: Historic Property Survey Report

The DHA Team will prepare the Historic Property Survey Report (HPSR) that will summarize the results of the ASR. The document will conform to Caltrans specifications detailed in the July 2001 Caltrans Environmental Handbook, Volume 2. Copies of the draft report will be submitted for review and comment to the County and Caltrans. Upon receipt of written comments on the draft report from the County and/or Caltrans, the DHA team will revise the draft HPSR report into a final report, which will include the ASR

as an attachment. The DHA team will submit one copy of the report to the CCIC

Task 2.5: Archaeological Survey Report

The DHA team proposes to complete cultural resources documents for the project pursuant to Caltrans requirements and Section 106 of the NHPA and CEQA. The results of the archaeological study will be presented in an Archaeological Survey Report (ASR). The document will conform to Caltrans specifications detailed in the July 2001 (and current updates) Caltrans Environmental Handbook, Volume 2, and the 2014 Caltrans/ACOE Programmatic Agreement.

Task 3: Prepare Environmental Documents

California Environmental Quality Act Initial Study/Mitigated Negative Declaration

Based on a preliminary assessment of the proposed project and the potential for significant impacts resulting from project development, an Initial Study/Mitigated Negative Declaration (IS/MND) likely represents the appropriate level of environmental review required under the California Environmental Quality Act (CEQA).

Task 3.1: Administrative Draft Project Description, Administrative Draft IS/MND, Notice of Completion (NOC) and State Clearinghouse Summary Form Preparation

DHA will prepare an IS/MND, pursuant to 40 CFR 1501.3 and CEQA Guidelines, Section 15063, respectively. This scope of work assumes that Stanislaus County (County) will serve as the Lead Agency pursuant to CEQA, Section 21067.

An initial study checklist based on Appendix G of the current CEQA Guidelines will be used to document the potential environmental impacts resulting from development of the proposed project. The Initial Study will contain all mandatory required elements including

the following:

- Project Description. The project description will describe the baseline information for the project site, as well as the major elements of the project including the project location and project purpose and will include a discussion of the proposed construction process, construction materials, and construction timing/sequencing. Following preparation of the administrative draft project description, DHA shall submit an electronic version to the County for review and comment. The final project description, incorporating all comments from the County, will be the basis on which DHA evaluates potential impacts resulting from development of the proposed project within the Initial Study
- Figures identifying the local and regional location of the project site; as well as the proposed conceptual design/site plan, and other project characteristics as relevant to CEQA analyses;
- Disclosure of potential environmental impacts resulting from development of the project. DHA will use the initial study checklist (CEQA Guidelines - Appendix G) to prepare the IS. The checklist will contain a narrative of each issue in support of each conclusion and will include discussions (as required by current CEQA statute) relevant to aesthetics, agricultural and forest resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use, mineral resources, noise, population and housing, public services, recreation, transportation, utilities, and mandatory findings of significance.

Based on preliminary review of proposed improvements, anticipated areas of primary focus for environmental analyses may include:

- Agricultural Resources;
- Air Quality;
- Hydrology and Water Quality;
- Land Use; and

- Traffic/Transportation.

Impact analyses for these resource issue areas will rely (in part) upon site specific technical studies prepared in support of Caltrans NEPA findings.

All other impact analyses will rely upon existing readily-available sources of information, including existing studies relevant to the site and proposed improvements, USGS topographic quadrangles, Stanislaus County General Plan and other planning documents and ordinances, National Resource Conservation Service soils maps, and other documents as relevant to impact analyses prepared and evaluated pursuant to CEQA.

Where relevant, the IS/MND will identify feasible and tangible mitigation measures to reduce impact levels to levels below significance as applicable to relevant thresholds for all environmental impacts identified in the CEQA Initial Study Checklist as “potentially significant.” This scope of work assumes that all potentially significant impacts can be mitigated to a less than significant level and that an IS/MND will meet the requirements for environmental review pursuant to CEQA.

DHA will prepare a Notice of Completion (NOC) for transmittal to the State Clearinghouse of the Governors Office of Planning and Research (SCH) pursuant to CEQA, Section 21161. As currently recommended by the Office of Planning and Research State Clearinghouse Guidelines for submittal of IS/MNDs, DHA will prepare a Summary Form to accompany fifteen (15) complete digital copies of the IS/MND submitted to the State Clearinghouse.

DHA shall provide the County with a single (1) electronic copy and a single (1) bound copy of the Administrative Draft IS/MND, NOC and NOD, as well as the Summary Form for review and comment.

**Task 3.2: Prepare Screencheck Draft Initial Study/
Mitigated Negative Declaration, Notice of Intent,
Notice of Completion and Summary Form**

Upon the receipt of a single set of comments from the County, DHA will revise the Administrative Draft IS/MND as necessary to address all County comments and will provide one (1) digital copy of a Screencheck IS/MND to the County for final review and approval of the IS/MND before the document(s) is produced for public review.

**Task 3.3: Prepare Public Review Draft Initial Study/
Mitigated Negative Declaration, Notice of Intent,
Notice of Completion, and Final Summary Form**

Following County approval of the Screencheck document(s), DHA will finalize the NOC and the Public Review IS/MND for submittal to the State Clearinghouse with the Summary Form [Fifteen (15) digital copies of the IS/MND and fifteen (15) printed copies of the Summary Form], and up to five (5) copies to the County. DHA will also provide the County with one (1) electronic version of the Public Review Draft IS/MND, NOC and Summary Form on disk. It is assumed that the County will coordinate the publication of the applicable Notice(s) and posting with the County Clerk prior to circulation of the Public Review IS/MND.

**Task 3.4: Respond to Comments and Prepare
Mitigation Monitoring and Reporting Program**

Following the close of the 30-day public comment period, DHA will consult with the County and will review all written comments received on the public review IS/MND. Together with the

County, DHA will prepare responses to comments received on the public review IS/MND. It is assumed that comments will be minor (not requiring additional analysis or studies) and responses will consist primarily of clarifying information and directing commenters to the appropriate discussion in the IS/MND. All comments and responses will be provided in "Memo" format for the County to utilize in a staff report. This

scope of work assumes that a separate, "stand alone" Final IS/MND document will not be prepared. DHA will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with Section 15074(d) of the CEQA Guidelines for incorporation into the IS/MND following completion of the public review period. (Alternately, the MMRP can be prepared and included within the Public Review IS/MND if desired by the County). DHA will provide the County with a digital version of the draft MMRP for review and comment prior to finalizing the MMRP. One (1) printed copy of the final MMRP will be provided to the County.

Task 3.5: Prepare Notice of Determination

Following project approval and adoption of the IS/MND by the County, DHA will prepare the Notice of Determination (NOD). It is assumed that the County will file the NOD with the County Clerk and pay associated filing fees within five (5) working days after project approval.

**Task 3.6: NEPA Categorical Exclusion Support
Services**

DHA will coordinate with and act on behalf of the County as Liaison to the Federal Lead Agency (Caltrans District 10) through Lead Agency approval of the National Environmental Policy Act (NEPA) decision document and issuance of the final NEPA document - anticipated to be a Categorical Exclusion with Technical Studies per Section 6004 and 23 CFR 771 activity (d)(3).

DHA will coordinate with the Federal Lead Agency and will respond to requests for additional information and answer applicable questions relevant to NEPA documentation up to budgeted amount.

• Environmental Clearance Deliverables:

- One (1) electronic copy of each draft technical study to County for review and comment
- One (1) electronic copy of each draft technical study to Caltrans for review and comment

- One (1) electronic copy and one (1) bound hard copy of each final technical study to the County and Caltrans for their files.
- One (1) electronic copy of Draft Project Description to County
- One (1) electronic copy and one (1) bound hard copy of the Administrative Draft IS/MND, NOC, and Summary Form to the County for review and comment.
- One (1) electronic copy of Draft Project
- One (1) hard copy of the NOC and fifteen (15) copies of the Summary Form (Form F) and fifteen (15) CDs of the complete IS/MND to the State Clearinghouse.
- Response to Comments Memo - One (1) draft digital copy to County, followed by one (1) final printed copy
- Draft MMRP - One (1) digital version to County
- Final MMRP - One (1) printed and one (1) digital copy to County.
- Notice of Determination - One (1) digital copy to County.

Right of Way (WBS 225)

Task 1: Pre-Construction Record of Survey

NS will prepare a Record of Survey that complies with the Professional Land Surveyors Act. The survey will depict the existing conditions of the project right of way and be based upon the project mapping meridian. All monuments used to complete the retracement will be shown upon the survey, and reference points will be set at various monument locations that may be disturbed or destroyed during construction activities. The Record of Survey will be processed through Stanislaus County. NS will produce two (2) copies of each draft submittal to the County, plus one (1) final reproducible for signature and for filing with the county. It is assumed that two (2) reviews will be needed with the County Surveyor before submission for filing. Review and filing fees are not included in this scope and it is assumed that all review and filing fees will be paid by the County.

Task 2: Right of Way Engineering

After right of way retracement has been complete and necessary acquisitions are identified, NS will prepare acquisition exhibits showing the areas of acquisition from each of two (2) parcels. Each 11 x 17 paper exhibit will be in color and show existing easements on the parcel, areas of acquisition and the remainder of the parcel. These exhibits will be used by OPC to begin the appraisal process.

During the appraisal process, NS will provide one (1) set of "show me" stakes on each parcel to help the owner and appraiser visualize the impacts of the right of way acquisition. These stakes will be wooden lathe with flagging and will be set at approximately 100-foot intervals.

Once the configuration of acquisition is set, NS will prepare a legal description and accompanying 8 ½ x 11 plat describing each of two (2) acquisitions on two (2) parcels. These will undergo one (1) review with the county and then be stamped and signed for acquisition.

Task 3: Appraisals and Acquisitions

This task will be led by OPC independently. It is assumed that DHA will only need to provide plat and legal descriptions and that DHA will not attend property owner meetings, county meetings, Caltrans meetings or that DHA will be required to assist in the appraisal or acquisition of the parcels.

Appraisal Services

OPC will develop complete appraisals that will state the estimated fair market value of the fee simple interest in each referenced property. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. Jurisdictional exceptions

may apply in some cases.

Plats and legal descriptions for each of the properties to be appraised will be provided to OPC by DHA. Some of the items that may affect the appraisal process include:

- Complexity of the valuation;
- Impact of the interests to be acquired (e.g. Temporary Construction Easements, and Public Utility easements).
- Damage Analysis (Severance Damage, Cost to Cure, etc.)
- 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:
 - 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 report.

Independent Appraisal Review

Per Federal and State regulations, (Uniform Act) a qualified reviewing appraiser shall examine all appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary correction or revisions. In addition, the review appraiser shall certify that the opinion of fair market value is reasonably supported by an acceptable appraisal.

Acquisition Services

OPC proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the Client's process. We will meet with the owners, and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below:

- Review of the project concept and design with staff and other consultants.
- Review of appraisals, title reports, maps and descriptions of the required parcels.
- Field review the project with the Project Manager or other designated person.
- Preparation of right-of-way contracts and other acquisition documents.
- Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
- Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to the Client will be made after impasse has been reached. To reach impasse there are specific requirements:
 - Go through the acquisition steps outlined below; plus
 - Make at least three (3) contacts with owner (personal call, letter or phone call) in any combination; plus
 - Spend up to eight (8) hours working on the parcel acquisition.
 - Responding to property owner inquiries verbally and in writing within two (2) business days.

The acquisition steps when offering compensation to the property owner include:

- Owner accepts offer. (Close)
- Owner rejects offer.
 - Owner refuses to counter. (Impasse)

- Owner makes counter proposal.
 - The Client accepts counter. (Close)
 - The Client rejects counter. (Impasse)
 - The Client makes new offer.
 - Owner accepts new offer. (Close)
 - Owner does not accept new offer. (Impasse)
- Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.
- Final report, including transfer of all pertinent correspondence and files, to the Client.

Task 4: Right of Way Certification

Upon completion of the right of way acquisition, OPC will provide information to prepare a right of way certification form consistent with the Caltrans Local Assistance Procedures Manual (LAPM). It is anticipated that all acquisitions will be completed prior to construction, so a “Cert 1” document will be prepared. The document will certify that all necessary rights have been required for the project, including those right required for utility relocation (if necessary).

- **Right of Way Deliverables:**
 - Two (2) 11 x 17 appraisal exhibits
 - One (1) set of “show me” stakes
 - Four (4) legal descriptions and two (2) 8 ½ x 11 plats for acquisition on two (2) parcels
 - Acquisition of up to two (2) parcels
 - Acquisition of up to two (2) ownerships
 - Appraisal Reports - assumed one (1) copy per anticipated acquisition (2 total)
 - Review and Certification of Appraisal Reports
 - Right of Way Certification Form - one (1). Copy prepared on Stanislaus County Letterhead

Final Design (WBS 250/260)

DHA will complete the design tasks for final plans, specifications and estimates for the project. Plans will be prepared to County or Caltrans format and will be submitted at the 60%, 90% and 100% stages of design. Following each design submittal, County comments will be reviewed and addressed.

For the final submittal DHA will furnish only electronic copies of the plans in PDF format, special provisions in MS Word format, and estimate in MS Excel format as it is assumed that the County will manage and prepare documents for advertising and bidding.

Task 1: SWPPP

DHA will prepare the SWPPP for the project, including uploading Permit Registration Documents (PRD’s) to the statewide database of construction projects (referred to as the Storm Water Multi-Application Report Tracking System or SMARTS database). The PRD’s include the Notice of Intent (NOI), a risk assessment, post-construction calculations, a site map, a SWPPP, a signed certificate and the first annual permit fee (to be paid by the County).

Task 2: Roadway PS&E

DHA will prepare engineering plans for the roadway approaches based upon the approved 30% roadway plans. It is anticipated that the following plan sheets will be prepared.

Roadway Plans	# of Sheets
Title Sheet	1
Typical Sections	1
Project Control Diagram	1
Layout/Profile/Drainage (1” = 50’)	2
Construction Details	4
Construction Area Signs	1

Roadway Plans	# of Sheets
Stage Construction/Traffic Handling (1" = 50')	3
Signing/Striping	1
Slope Protection Plans	1
Total Estimated Roadway Plan Sheets	15

Plans

DHA will prepare plans at the 60%, 90%, 100% (final) submittal levels.

At 90%, this submittal represents a complete Final PS&E, biddable plan package. Major design features have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor "clean-up" revisions will occur. Plans are at the level ready for a detailed quality control check. DHA will perform a site review with plans in hand to assess constructability of the project and make changes prior to the PS&E package submittal. DHA will perform, with a senior engineer, an in-house quality control check of the product.

At 100%, this submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage. The plan package is to a point where the County project manager can verify that the previous comments were incorporated and no internal County circulation is required.

DHA assumes stage construction and traffic handling plans will not be required. Utility relocation plans will be provided by utility companies.

Special Provisions

DHA will provide the County Special Provisions that consist of marked-up Caltrans Standard Special Provisions (SSP's), with new provisions and inserts clearly marked. The format will be consistent with the Caltrans Ready-to-List Guide. A BEES listing will be included, with appropriate SSP referenced adjacent

to the contract item. DHA assumes the County will assemble the contract specifications and will provide "Boilerplate" provisions for bidding requirements, contract award and acceptance, and other provisions specific to performing construction work within Stanislaus County.

The basis of the contract specifications shall be the Caltrans 2010 Standard Specifications. Required environmental commitments and mitigation measures and permitting requirements will be included (usually at the 90% submittal, depending on the timing of obtaining permits).

Estimates

DHA shall prepare an itemized engineer's estimate at each submittal. The format will be consistent with the Caltrans Ready-to-List Guide. A BEES listing will be included, with appropriate SSP referenced adjacent to the contract item.

The unit costs shall be determined by reviewing similar recent project bid summaries, the most current Caltrans Contract Cost Data book, the California Highway Construction Cost Index information, and the Caltrans Engineering Service Center site. Prices will be adjusted using engineering judgment that reflects the location of the project and the quantity of each item.

Task 3: Structure PS&E

DHA will prepare structural calculations and bridge plans, special provisions and engineers estimates for the selected bridge alternative.

At the 60% submittal, DHA will submit a complete, unchecked set of bridge plans to the County. The structure design will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 4th Edition with Caltrans Amendments dated November 2011, and Caltrans Seismic Design Criteria, Version 1.6. The latest updated versions of the Caltrans Bridge Design Manuals will be used. It is anticipated that the

following plan sheets will be prepared.

Structure Plans	# of Sheets
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	1
Abutment Details	1
Typical Section	1
Girder layout	1
PC P/S Voided Slab Details	1
Miscellaneous Details	1
Log of Test Borings	3
Total Estimated Structure Plan Sheets	12

Task 4: Structure Independent Check

After the 60% submittal, DHA will perform an independent check on the bridge plans following Caltrans standards. The independent check will be completed by someone who was not involved in the original design of the structure. The designer and checker will come to agreement on any discrepancies. DHA will incorporate the County comments from the 60% submittal and submit responses in writing.

Task 5: Utility Conflict Mapping / Utility Relocation Coordination

Conflict Mapping

Using the existing facility maps that were assembled and incorporated into the base mapping under the previous task and using the 65% plan package DHA will prepare conflict mapping (“B” Plans) and a “B” Letter for County review. Two (2) copies of the conflict mapping will be sent to the utility company showing the individual company’s facilities, marked in its corresponding color, and showing the anticipated utility conflicts. Conflict mapping will include at a minimum: horizontal alignment and proposed right of way).

The utility company is requested to respond within 30 days of receipt of the letter and to initiate relocation design. The utility company will be requested to provide copies of relocation plans to alleviate the conflicts and a cost estimate of the relocation. DHA will coordinate the relocation of company facilities to new alignments that avoid the proposed improvements and that are acceptable to the utility company.

Relocation Coordination

DHA will work with the County, and Caltrans to finalize all utility agreements and certifications to satisfy Caltrans requirements. It is assumed that the County will take the lead with utility companies that are within Franchise Agreements. The County will prepare the relocation agreements for those facilities. This task assumes a Project Engineer from DHA will spend a maximum of 40 hours on this task. This task includes reviewing relocation agreements for proper charges and fees and negotiating as necessary to ensure correct advances, refunds and reimbursements. Final utility agreements will be included in the Right of Way Certification package.

DHA will work with the County and Caltrans to prepare and submit the Project Engineer’s Certification of Utility Facilities to satisfy Caltrans requirements. This task includes reviewing utility company designs to ensure they comply with the State Policy on High and Low Risk Underground Facilities within Highway Rights of Way and preparing the necessary certification docs per Appendix LL of the Caltrans Project Development Procedures Manual.

When the relocation plans are received, DHA will check the utility company relocation design against the latest project plans for conflicts. DHA will then send a copy of the Final Plans (“C” Plans) along with a Notice to Owner (Caltrans Exhibit 14-d in the LAPM) directing each facility to initiate relocation construction.

STACEY ALLIGUIE, PE

Project Manager | Drake Haglan and Associates

Stacey has 12 years' experience in management, design, and construction of bridge, structures, and roadway projects. **She is ideally suited for this assignment, having served as deputy project manager on numerous public agency projects.** She is adept at coordinating the work of large project design teams. Her extensive HBP program knowledge and project experience provides her insight into identifying tasks that are critical to timely project completion. Stacey has the ability to analyze project goals and arrive at effective solutions, particularly with projects involving complex local/regional traffic patterns, tight constraints, and various public/private interests. Her bridge design experience includes preparation of plan details, quantity take-offs, quantity calculations, cost estimates, and special provisions.

Education

- BS Civil Engineering - California State University - Sacramento (2003)

Registration

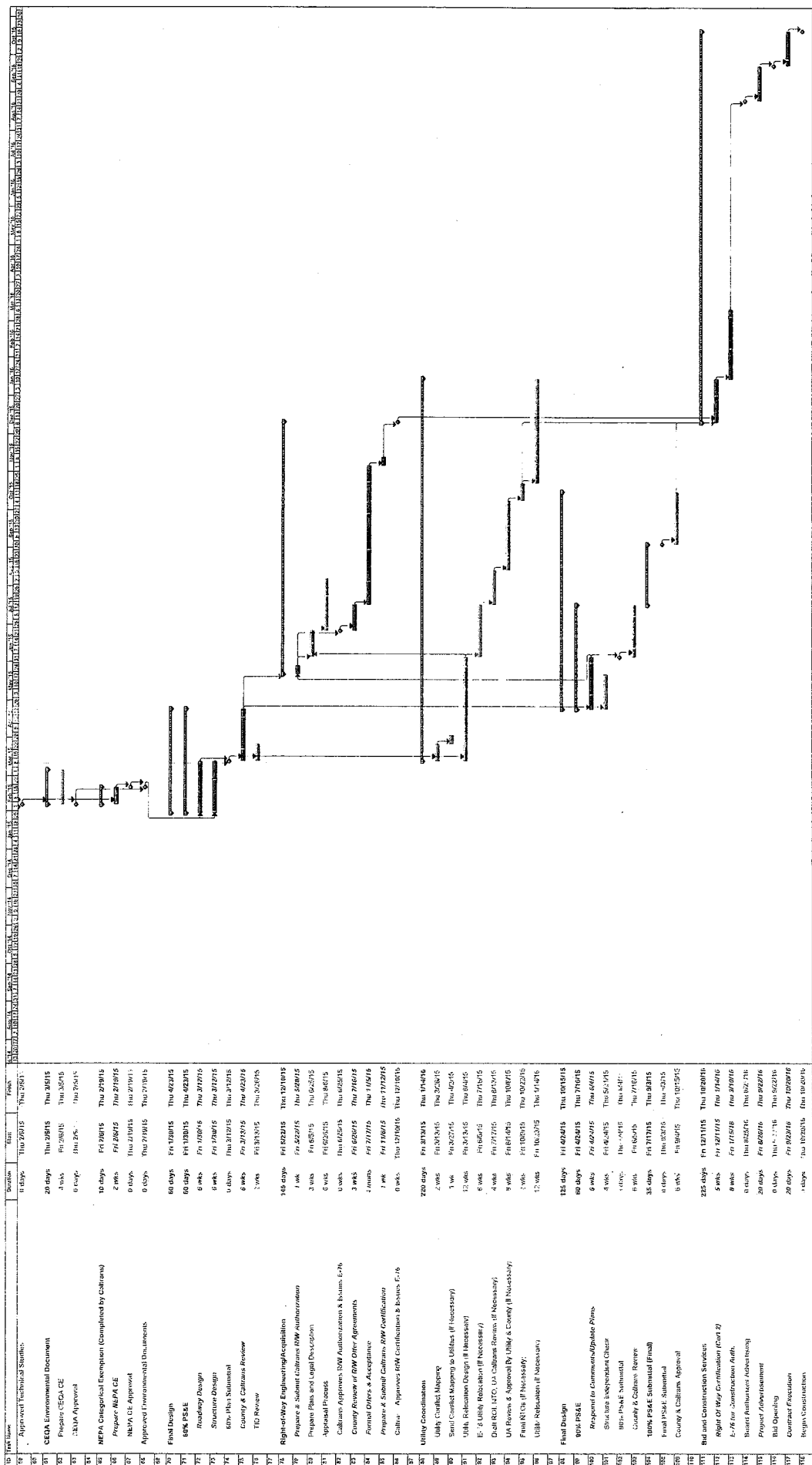
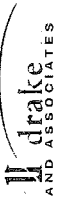
- Professional Engineer - CA #C70037 (2006)

Professional Affiliations

- Women's Transportation Seminar; Sacramento Chapter Secretary 2013 - Present

Relevant Project Experience

- **Placer County | Brewer Road Bridges:** Deputy project manager/project engineer for replacement of three bridges on Brewer Road in rural Placer County. The existing slab bridges will be replaced with single-span, pre-cast, pre-stressed voided slab bridges founded on cast-in-drilled-hole concrete piles. Duties include bridge design, and coordination between client, subconsultants, and utility companies.
- **Placer County | Alpine Meadows Road Bridge Replacement:** Structures project engineer for replacement of the Alpine Meadows Bridge over the Truckee River. The existing bridge will be replaced with a 56-foot-wide bridge with three 12-foot travel lanes, two 5-foot shoulders, and two 5-foot sidewalks. The new bridge will be approximately 120-feet-long, and will be founded on concrete abutments with pile "rock-socket" foundations. Duties include bridge design, and coordination between subconsultants and utility companies.
- **City of Antioch | Somersville Road Bridge Rehabilitation:** Project engineer for a single-span, pre-cast, pre-stressed voided slab bridge crossing a canal in Contra Costa County. Duties included bridge design, and coordination between client, subconsultants, and utility companies.
- **Yuba County | Timbuctoo Road Bridge Replacement:** Deputy project manager/project engineer responsible for PS&E preparation for the replacement of the Timbuctoo Road Bridge over Deep Ravine No. 1. The existing bridge will be replaced with a two-span, 22-foot-wide, cast-in-place, post-tensioned, concrete box girder structure, approximately 176-feet in length. Duties included preliminary layout and type selection, structure design oversight, preparation of project specifications, and stakeholder coordination.
- **Mendocino County | Forsythe Creek Bridge Replacement on Reeves Canyon Road:** Deputy project manager/project engineer responsible for the preparation of PS&E for the replacement of Forsythe Creek Bridge. The existing bridge will be replaced with a three-span, 22-foot-wide, cast-in-place slab bridge, approximately 154-feet in length. Duties include structure design oversight, stakeholder coordination, and utility coordination.



Task 6: Cross Sections

Prior to 60%, DHA will use AutoCAD LDD and Civil 3D to develop preliminary general cross sections of the new access roads to determine right of way impacts. The cross sections will be developed at approximately 50-foot intervals.

Final cross sections will be developed at 1"=20' scale for the new roads and will be placed on a grid showing the existing ground, subgrade and finished surface. The conform elevation will be plotted on the cross sections. The cross sections will be created every 50 feet.

- **Final Design Deliverables:**
 - SWPPP - (2 Copies)
 - Plans (5 copies - 11"x17") at each submittal
 - Special Provisions (delivered with 90% and 100% submittals) - (5 copies)
 - Engineer's Estimate at each submittal
 - Cross Sections on 11"x17"
 - Utility B and C Plan letters for County Signature (2 copies)

Construction Support (WBS 265/270)

Since this work is difficult to estimate at this stage, DHA will perform this work at a time and materials basis.

Task 1: Bidding Support

DHA and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering questions from prospective bidders, assisting the County in the preparation of addenda to the PS&E during the advertisement period, and providing consultation and interpretation of the construction documents. An allowance has been provided for Bidding Assistance and will be charged on a time and materials basis.

Task 2: Construction Support

This task assumes that the County will hire a Construction Management firm with qualifications that include past experience with bridges and irrigation canal work. The construction management firm will be responsible for managing the project through construction including overseeing the Contractor and day-to-day construction activities. This task also assumes that the County will hire a Resident Engineer that is a licensed Civil Engineer in the State of California and that engineer also has past experience with bridge work.

During the construction phase, DHA will work with the Resident Engineer (RE) that is hired by the County to assist and advise the RE in order to minimize construction conflicts and to expedite project completion.

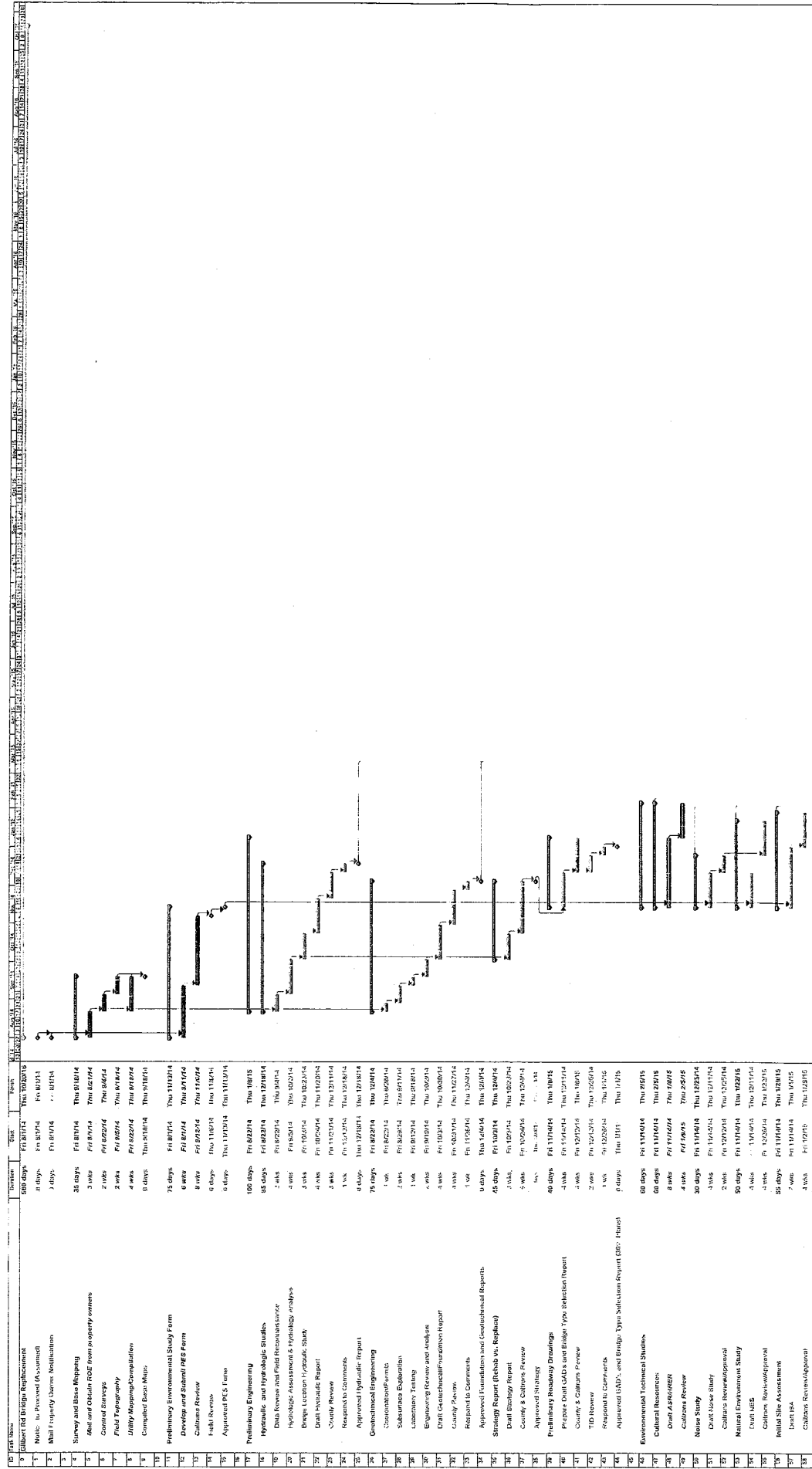
DHA will prepare Contract Change Order (CCO) plans, respond to Request for Information (RFIs) and review shop drawings, if necessary. For this scope of work, a budget has been specified. After the budget is exhausted, the assistance will be on a time and materials basis.

Task 3: Project Close Out

DHA will provide Record Drawings to the County after construction is complete. These drawings will be based on red-lined as-builts provided by the County construction manager or County contractor.

- **Construction Support Deliverables:** Final Record Drawings on CD ROM - two (2) copies

APPENDIX D | PROJECT SCHEDULE



DENNIS HAGLAN, PE

Principal in Charge | QA/QC Manager | Drake Haglan & Associates

Dennis has 25 years' experience in transportation design, construction, and project management for state and local agency projects, including bridge replacement, rehabilitation, and seismic retrofit projects. Dennis spent eight years at Caltrans as structures representative, resident engineer and structures local assistance engineer, and provided oversight for the federal HBP. His proactive management approach has resulted in the consistent delivery of contract documents on or ahead of schedule. His management style and techniques have earned him a reputation among local agency officials as an excellent partner on public works bridge projects.

Relevant Project Experience

- **City of Tracy | 11th Street East Tracy Overhead:** Project manager for the PS&E preparation of the 11th Street East Tracy Overhead Bridge located on East 11th Street at the UPRR tracks. Services included securing Proposition 1B funding (\$13 million obtained), and coordinating with UPRR and CPUC. Responsibilities also included significant Caltrans District 10 and Caltrans structures coordination, and the processing of all required Local Programs paperwork.
- **Sacramento County | Michigan Bar Bridge Replacement over Cosumnes River:** Project manager for replacement of historic truss bridge over Cosumnes River. The HBP-funded replacement bridge will be a two-span, pre-fabricated steel pony truss structure with 180-foot spans and 16-foot approach roadway widths.
- **Placer County | Alpine Meadows Road Bridge Replacement:** Project manager for replacement of the Alpine Meadows Bridge over the Truckee River and associated intersection and roadway improvements. This project involves 1400-feet of realignment of Alpine Meadows Road at its terminus with SR 89 near Tahoe City. The intersection of SR 89 and Alpine Meadows Road is planned to be signalized with this project.
- **San Joaquin County | Wildwood Road Bridge Replacement:** Project manager for the final PS&E for the roadway and bridge design work. The HBP-funded replacement bridge will accommodate the traveled way width of the approach, plus 5-feet on each side, so the clear distance between railings is 32-foot minimum. Since the existing bridge consists of two short spans with a low clearance over the waterway, the road approach is a flat vertical profile, and a premium has been placed on quick construction. The appropriate bridge type selected for this project was a pre-cast voided slab bridge.
- **Amador County | HBP (HBRR) Administration Services:** Responsible for the overall bridge program management, local programs compliance, local assistance coordination, and HBRR paperwork, including request for authorization forms. Acted as the County's agent for management of four HBRR projects.

Education

- BS Civil Engineering - University of California - Davis (1989)

Registration

- Professional Engineer - CA #C51985 (1992)

Professional Affiliations

- American Council of Engineering Companies
- American Public Works Association
- American Society of Civil Engineers
- County Engineers Association of California
- Women's Transportation Seminar

MIKE PUGH, PE, SE

QA/QC Manager | Drake Haglan & Associates

Mike has over 28 years of structural design experience, including the design of new bridges, bridge repairs, bridge widening, and seismic retrofits. He has provided project management, environmental clearance, and bridge design services for over 10 HBP-funded projects in the last five years. All of his bridge designs have been prepared in accordance per Caltrans design criteria specified in the Caltrans Bridge Design Manual, Caltrans Seismic Design Criteria, and the Caltrans Highway Design Manual. In addition, to meet HBP funding requirements, Mike manages his projects to follow the procedures specified in the Caltrans Local Assistance Procedures Manual and the Caltrans Local Assistance Program Guidelines.

Relevant Project Experience

- **Stanislaus County | Crows Landing Road Bridge at San Joaquin River:** Provided project management and structural design services for this bridge replacement project. The replacement structure consisted of a five-span, post-tensioned concrete box girder bridge with an overall length of 673-feet. It is located approximately four miles east along Crows Landing Road from the junction of Crows Landing Road and SR 33 and crosses the San Joaquin River.
- **Stanislaus County | Tegner Road Bridge Replacement over TID Lateral #5:** Project manager for bridge replacement project which replaces an existing two-span structure with a single-span, pre-cast bridge with an overall length of 40-feet.
- **Stanislaus County | Shiells Road Bridge Replacement for CCID Main Canal:** Project manager and bridge engineer for bridge placement project which replaces an existing two-span structure with a single-span, pre-cast concrete slab bridge with an overall length of 60-feet.
- **San Joaquin County | Victory Road Bridge Replacement:** Project manager for the replacement of the existing bridge on Victory Road at Lone Tree Creek. The replacement bridge consists of a single-span, cast-in-place concrete slab bridge with an overall length of 40 feet.
- **San Joaquin County | Wimer Road Bridge, Sexton Road Bridge, and Pezzi Road Bridge Feasibility Study/Life Cycle Cost Analysis:** Performed bridge rehabilitation feasibility studies and conducted a life cycle cost analyses comparing bridge rehabilitation alternatives to full replacement alternatives. Each bridge is over 85 years of age, but has a sufficiency rating (SR) of just over 50, justifying necessary replacement. A SR greater than 50 automatically makes the bridge eligible for rehabilitation, but not replacement. The life cycle cost analysis for each bridge concluded that the replacement alternative was more economical and thus justified full replacement under the federal HBP.

Education

- MS Structural Engineering - California State University - Sacramento (1990)
- BS Civil Engineering - California State University - Sacramento (1984)

Registration

- Professional Engineer - CA #C43710 (1988)

Professional Affiliations

- American Public Works Association
- County Engineers Association of California

ANTHONY DUBOVIK, II, PE

Bridge Independent Check | Drake Haglan and Associates

Anthony has 30 years' experience in both the design of new bridges and the seismic retrofit of existing bridges. He has worked on three large design-build highway projects, and has been instrumental in utilizing load and resistance factor design on unique bridges, developing bridge analysis software, and providing design expertise on a variety of bridges, including pre-cast and cast-in-place segmental concrete, cast-in-place box girders, steel box girders, and spliced pre-cast girders. Anthony's extensive experience with all aspects of bridge design began with his 12 year tenure with Caltrans' Division of Structures, including the Seismic Technology Section (now called Office of Earthquake Engineering).

Education

- BS Civil Engineering - Arizona State University (1979)

Registration

- Professional Engineer - CA #C36372 (1983)

Professional Affiliations

- American Society of Civil Engineers

Relevant Project Experience

- **San Luis Obispo County | Air Park Drive Bridge Replacement at Oceano Beach Lagoon:** Lead bridge engineer for replacement of a structurally deficient, 77-foot-long, four-span, timber bridge. The HBP-funded replacement bridge will be an 80-foot-long, two-span, cast-in-place/pre-stressed concrete slab bridge with 40-foot approach roadway widths.
- **City of Carpinteria | Carpinteria Avenue Bridge Replacement:** Lead bridge engineer for replacement bridge over Carpinteria Creek. The existing bridge deck exhibits cracking and spalling of concrete, indicative of a concrete member that has reached the end of its service life. The existing bridge is a 192-foot-long, five-span continuous reinforced concrete haunched tee beam with cantilevered end spans. The HBP-funded replacement bridge will be a 200-foot-long, three-span, cast-in-place, pre-stressed structure. The project also includes a proposed upgrade of the bicycle/pedestrian trail located under the existing bridge structure.
- **San Luis Obispo County | Avila Drive Bridge Seismic Retrofit:** Lead bridge engineer for bridge which spans the San Luis Obispo Creek and the recreation beach just west of Avila Beach. The bridge provides the only public access road to Port San Luis and Diablo Canyon Power Plant. Performed seismic analysis of the bridge and developed a retrofit strategy to prevent collapse of the bridge during a major earthquake. The project will result in a full retrofit strategy report and recommendations for retrofit of the bridge. Also included in the project is a study to determine how best to provide a bicycle/pedestrian path across the creek.
- **San Luis Obispo County | South Bay Boulevard Bridge Seismic Retrofit:** Lead bridge engineer for bridge which spans Los Osos Creek between Los Osos and Morro Bay. Performed a seismic analysis of the bridge and developed a retrofit strategy to prevent collapse of the bridge during a major earthquake. The project will result in a full retrofit strategy report and recommendations for retrofit of the bridge or perhaps full replacement depending on the outcome of the analysis and the condition of materials.

JEFF ELMENSDORP, PE

Structures Engineer | Drake Haglan and Associates

Jeff is an experienced bridge design engineer responsible for calculations, plan details, quantity take-offs, and cost estimates for bridges, retaining walls and other transportation structures. He has experience with Caltrans design practices and is skilled at using many different bridge analysis programs, including SAP 2000, CTBridge, VBent, BDS, xSECTION, ABUT, RECOL, FOOT, and LPILE. He also has working experience with both AutoCAD and Microstation.

Relevant Project Experience

- **City of Tracy | 11th Street East Tracy Overhead:** Structures project engineer for the cost analysis, seismic retrofit strategy, preliminary environmental assessment, advanced planning studies preparation, and PS&E design of a replacement bridge that will span over three UPRR tracks. Services include securing Proposition 1B funding, justifying replacement to Caltrans, and preparing and securing additional Highway Bridge Funds.
- **City of Antioch | Somersville Road Bridge Rehabilitation:** Design check engineer for a single-span, pre-cast, pre-stressed voided slab bridge crossing a canal in Contra Costa County. Responsible for final design check calculations.
- **Amador County | Bridge Preventive Maintenance Program (BPMP):** Project engineer for preparation and submittal of request to fund the County's BPMP. Prepared priority listing of bridges eligible for the program and BPMP procedures. The project involved the placement of methacrylate to seal the bridge deck, railing repair and replacement, and repair of bridge soffit spalls.
- **Amador County | Fiddletown Road Bridge Feasibility Study:** Prepared a feasibility study to determine whether rehabilitation or replacement was the most cost-effective solution for Fiddletown Road Bridge. The recommended alternative involved replacing the existing concrete arch structure.
- **Amador County | Bunker Hill Road Bridge Feasibility Study:** Prepared a feasibility study to determine whether rehabilitation or replacement was the most cost-effective solution for Bunker Hill Road Bridge. The recommended alternative involved replacing the existing structure with a single-span, pre-cast, pre-stressed, voided slab bridge.
- **Amador County | Four Amador County Bridge Replacements:** Prepared federal funding exhibits and documentation for Fiddletown Road, Bunker Hill Road, Old Amador Road, and Bell Road Bridge replacement projects following the Caltrans Local Assistance Procedures Manual.
- **City of Goleta | Hollister Avenue Bridge Replacement:** Project engineer for the design of a replacement bridge that will cross over San Jose Creek. The project includes the design of channel walls upstream and downstream of the bridge.

Education

- MS Civil Engineering - University of California - Davis (2002)
- BS Civil Engineering - University of California - Davis (2000)

Registration

- Professional Engineer - CA #C66039 (2004)

Professional Affiliations

- American Society of Civil Engineers

JENNIFER GRANT, PE

Structures Engineer | Drake Haglan and Associates

Jennifer has over six years' experience in bridge design, including Advance Planning Studies, seismic analysis, field investigations, estimating, final design, and detailing of various structure types.

Relevant Project Experience

- **Contra Costa County | San Pablo Avenue Bridge Replacement:** Design engineer for the replacement of two-span concrete bridge on San Pablo Avenue crossing Rodeo Creek. The proposed structure is a pre-cast voided slab with a varying reinforced concrete overlay. The foundations are seat-type abutments founded on single row of CIDH shafts. Designed and developed bridge details, prepared cost estimates, supervised the development of bridge plans, and prepared the material in the type selection report pertaining to the bridge structure.
- **Humboldt County | Red Cap Road Bridge Replacement:** Project engineer for Red Cap Road Bridge that crosses Big Rock Gulch. The existing bridge will be replaced with a 36-foot-wide bridge with two 5.25-foot shoulders and two 11-foot travel lanes. The new structure will be approximately 60-feet-long and will be founded on abutments supported by driven HP piles. Site improvements required soldier pile walls to accommodate the roadway approaches. Tasks to date involve development of the Type Selection Report, bridge design, general plan estimates, plan development, and utility coordination.
- **Yuba County | Timbuctoo Road Bridge Replacement:** Design engineer for a two-span, cast-in-place, pre-stressed concrete box girder bridge crossing Deep Ravine No. 1 to replace the existing out-of-service truss bridge. The new structure will be 176-feet-long and is founded on spread footing foundations at the abutments. The integral central pier is supported by a continuous shaft with "rock-socket" foundation. Tasks to date include bridge design and retaining wall design.
- **Mendocino County | Davis Creek Bridge Replacement on East Hill Road:** Design engineer for the replacement of a through Pratt truss bridge. Developed preliminary bridge details, prepared cost estimates, supervised the development of bridge plans, and prepared the material in the type selection report pertaining to the bridge structure. Special attention was required in finding an economical balance between foundation costs, superstructure costs, and soldier pile wall costs.
- **City of Santa Barbara | Punta Gorda Street Bridge Replacement:** Independent check engineer for the replacement Punta Gorda Street Bridge. The new structure will be a pre-cast voided slab with a varying reinforced concrete overlay. The foundations are seat-type abutments founded on a single row of cast-in-drilled-hole shafts. Tasks to date involve independent check of the bridge design, incorporating details to minimize constructability issues due to utility conflicts, quantity take-off calculations, preparation of bridge cost estimate, reviewing consistency of bridge plans with roadway plans, and review of construction submittals. A custom double-tee girder design was required on the exterior girders in order to accommodate a water line and gas line that were not permitted to be located lower than the soffit.

Education

- BS Civil Engineering - California State Polytechnic University - San Luis Obispo (2007)

Registration

- Professional Engineer - CA #C77667 (2011)

Professional Affiliations

- Women's Transportation Seminar; Sacramento Chapter Historian

MELISSA McCONNELL, PE

Roadway Engineer | Drake Haglan and Associates

Melissa has nine years of transportation and traffic engineering experience, focusing on roadway design and the preparation of PS&E packages, including road widening; bicycle, pedestrian, and transit facilities design; and “complete streets” roadway design. Additionally her experience includes preliminary engineering reports, such as alternatives analyses, feasibility studies, project study reports, and project reports; and traffic impact studies. Melissa is familiar with current design standards for Caltrans, AASHTO, and various local jurisdictions including the City and County of Sacramento, the City of Roseville, and Placer and San Joaquin counties.

Relevant Project Experience

- **City of Tracy | 11th Street East Tracy Overhead:** Roadway design engineer for the cost analysis, seismic retrofit strategy, preliminary environmental assessment, advanced planning studies preparation, and PS&E design of a replacement bridge that will span over the three UPRR tracks.
- **San Joaquin County | Benjamin Holt Drive Improvements:** Project engineer responsible for the preliminary engineering and final design of this project, which will improve traffic circulation and safety along Benjamin Holt Drive between Gettysburg Place and Pacific Avenue. During preliminary engineering, an alternatives analysis was conducted to consider design alternatives for the project corridor and evaluate their respective effects on traffic circulation, environmental constraints, right-of-way, access, and design standards. The final design of this project included roadway and drainage design, utility relocations, traffic signal modifications, and landscaping.
- **Calaveras County | Mountain Ranch Road Turnouts and Safety Improvements:** Project engineer responsible for final design and the preparation of PS&E for two projects along Mountain Ranch Road. The primary project involved widening a two-lane portion of Mountain Ranch Road to include turnouts, retaining wall design, utility relocations, and drainage improvements. The secondary safety project included various signing and striping improvements, including changeable message signs, rumble strips, and profiled thermoplastic striping, to alert drivers to the winding, mountainous roadway conditions.
- **City of Goleta | Ekwill Street and Fowler Road:** Roadway design engineer for the final design of two new roadways and the modification of a freeway interchange (SR 217/Hollister Avenue). The freeway interchange will be modified so that the ramps flow into a roundabout on either side of the freeway on Hollister Avenue. The SR 217 roundabouts are within Caltrans right-of-way and are designed to Caltrans standards. The Fowler Road extension includes a roundabout at Fairview Drive, and the Ekwill Street extension includes a roundabout at Pine Avenue.

Education

- MS Civil Engineering - Oregon State University - Corvallis (2005)
- BS Civil Engineering - California State Polytechnic University - San Luis Obispo (2004)

Registration

- Professional Engineer - CA #C72264 (2008)

Professional Affiliations

- American Society of Civil Engineers
- Women's Transportation Seminar
- Institute of Transportation Engineers

JENNIFER HILDEBRANDT

Environmental Services Manager | Drake Haglan and Associates

Jennifer serves as DHA's lead environmental project manager for a wide range of environmental public works and transportation projects. She has extensive experience preparing environmental documentation in compliance with CEQA, NEPA, the Endangered Species Act of 1973 (Section 7 consultation), the National Historic Preservation Act of 1966 (Section 106 process), and the National Transportation Act of 1966 (Section 4[f] process). In addition, her expertise includes an in-depth knowledge of Caltrans guidelines and templates. Her experience has included all aspects of project management, including authoring environmental documentation and technical studies, subcontractor management, managing project budgets and schedules, and coordinating with state, federal, and local agencies.

Relevant Project Experience

- **Stanislaus County | North County Corridor:** Jennifer is the co-author of several technical studies and the EIS/EIR for this project which is an east-west expressway located in Northern Stanislaus County. Proposed works include improvements to the existing roadway, new roadway, roadway access, at-grade intersections, and bridge work and grade separations.
- **San Joaquin County | Wildwood Road Bridge Replacement:** Jennifer is currently managing the environmental schedule and deliverables for the Wildwood Road Bridge Replacement project. Under the proposed Project, Wildwood Road Bridge at Temple Creek will be replaced. Technical studies, including reports for biology, water quality, visual resources and cultural resources, are currently being processed through Caltrans D10 environmental review.
- **San Joaquin County | On-Call Environmental Support Services:** Prior to joining DHA, Jennifer was a project manager on the San Joaquin County Environmental On-Call. The on-call contract included a range of environmental and regulatory compliance services for various transportation projects in San Joaquin County.
- **Amador County | Bunker Hill Road Bridge Replacement:** For this project, Jennifer is managing the CEQA/NEPA compliance process and is responsible for compiling the Visual Impact Assessment, Initial Site Assessment for Hazardous Waste and the Initial Study/Mitigated Negative Declaration to provide clearance under CEQA. She also revised the APE map and Section 106 cultural resource documents.
- **Amador County | Fiddletown Road Bridge Replacement:** Currently managing the CEQA/NEPA clearance process for the Fiddletown Road Bridge Replacement Project. The proposed project possesses unique challenges, since it is located adjacent to the Fiddletown National Register Historic District. The anticipated environmental clearance document for the project is an IS/EA. Jennifer is overseeing the completion of biological and cultural technical studies. She is also the main author for the technical studies related to visual, hazardous waste and Section 4(f).

Education

- MS Environmental Management - University of San Francisco (2010)
- BS Anthropology (Archaeology and Environmental Science & Policy) - University of California - Davis (2007)

Professional Affiliations

- Association of Environmental Professionals
- American Public Works Association
- Women's Transportation Seminar

JEFF BRAY

Environmental Services | LSA Associates, Inc.

Jeff is a general biologist at LSA with 19 years of experience with biological resources and wetlands projects throughout California. **Jeff has worked with both Mike Pugh and Jennifer Hildebrandt on several Stanislaus County projects.** At LSA, Jeff is responsible for conducting biological studies and preparing technical reports, performing jurisdictional delineations, obtaining 401/404, 1600 permits, coordinating Section 7 consultations, conducting biological constraints analyses, and managing construction monitoring projects. Jeff manages project teams and budgets, coordinates with clients and regulatory agencies regarding permitting strategies and mitigation requirements, and performs peer reviews. Jeff has developed extensive experience working on transportation projects, particularly those involving bridge replacements or retrofits.

Education

- BS Wildlife Biology - Humboldt State University - Arcata (1992)

Relevant Project Experience

- Stanislaus County | Kilburn Road Bridge Replacement over Orestimba Creek
- Stanislaus County | North County Corridor New State Route 108 Project
- Stanislaus County | Hills Ferry Road Bridge Replacement over the San Joaquin River
- Stanislaus County | Shiells Road Bridge Replacement over Central California Irrigation District (CCID) Canal
- Stanislaus County | Tegner Road Bridge Replacement over Turlock Irrigation District #5 Canal
- Stanislaus County | SR 99 Interchange Improvements at Hammett Road and Kiernan Avenue
- Calaveras County | Stagecoach Road Low-Water Crossing Replacement over Little Johns Creek
- Calaveras County | Railroad Flat Road Bridge Replacement over Esperanza Creek
- Tehama County | Jellys Ferry Road Bridge Replacement over the Sacramento River
- San Joaquin County | Victory Road Bridge Replacement over Lone Tree Creek
- Fresno County | Russell Avenue Bridge Replacement over Outside Canal

JUDITH BUETHE

Public Outreach | Judith Bueche Communications

Judith Bueche, founder and owner of JBC, has more than 36 years of private and public sector experience in public relations, event coordination, and consensus building. **JBC is currently teamed with DHA on Stanislaus County's North County Corridor project.** Judith designs and implements effective strategic public outreach and education programs, project team communication plans, public meetings and open houses, newsletters, direct mail campaigns, and advertising, cross-cultural communications, social marketing, stakeholder identification; media relations; produces events (up to 4,000 people); focus groups, consensus development programs, and large-scale meetings and hearings; coordinates websites and social media; and staffs hotlines. She has effectively served as a hearing officer and worked closely with Caltrans District 10 staff on many projects. She has designed and managed regional surveys, as well as programs to satisfy environmental justice requirements, and has worked to satisfy CEQA/NEPA requirements on many projects.

Relevant Project Experience

Among the more than 400 public participation programs designed and implemented in the Central Valley and Foothills are these:

- **Major Improvement Projects on Interstates, State Highways, and Roadways:**

- North County Corridor Route Adoption
- SR 99 Hammett-Kiernan
- SR 132 Expressway
- 11th Street Corridor Study
- Lammers Road/I-205 Interchange
- 11th Street/Grant Line Road Roundabout
- I-5/French Camp
- I-5/Sperry Road Extension
- SR 99/Arch Road to SR120
- I-5 North Stockton Corridor
- SR 99/Hammer
- I-5/March Lane
- I-5/Hammer Lane
- I-5/Eight Mile Road
- McHenry Avenue Corridor Study
- Benjamin Holt Improvements
- Tuolumne County North-South Connector

- **Bridges:**

- 9th Street Bridge (Modesto)
- Franklin Boulevard/Thornton Road Bridge (Sacramento and San Joaquin Counties)
- Wilson Way Bridge (San Joaquin County)

- **San Joaquin Rail Corridor Strategic Business Plan:** (Contra Costa County to Sacramento to Kern County)

- **Regional Transportation Plans**

- **California Health Care Facility:** Stockton

- **Revitalization/Beautification Projects**

- **Neighborhood and Local Roadway Improvement Projects**

Education

- BS Applied Behavioral Sciences - University of California - Davis
- MPA Public Administration - University of San Francisco

Professional Affiliations

- Business Council, Inc.
- Central Valley Community Bank Advisory Board
- Chinese Cultural Society of America
- Downtown Stockton Alliance
- Greater Stockton Chamber of Commerce Board of Directors
- Modesto Chamber of Commerce
- San Joaquin County Hispanic Chamber of Commerce

CATHERINE AVILA, PE

Hydrology and Hydraulics | Avila and Associates

Catherine has over 26 years' experience in many areas, including hydrologic and hydraulic modeling (HEC-RAS, HEC-HMS), environmental assessments, and structure hydraulics. **Avila and Associates is currently providing DHA with hydraulic engineering services on five HBP-funded bridge replacement projects.** Previously a Branch Chief for Structure Hydraulics for Caltrans, Catherine was in responsible charge of several key programs, including the State of California's Structure Hydraulics Local Assistance Training Program, infrastructure database management, and development and implementation of the state bridge scour mitigation program. Her expertise has been demonstrated by completing over 50 bridge hydrology, hydraulic, and scour reports and over 100 Scour Plan of Action Reports in the last 12 years. Catherine's *California Bank and Shore Rock Slope Protection Design Manual* is still used by the civil engineering community today.

Relevant Project Experience

- **Stanislaus County | Cooperstown Road Bridges over Rydeberg and Gallup Creeks:** Project manager/project engineer/hydraulic modeler provided bridge hydraulic services, including estimating discharge design water surface elevation, velocity, and bridge scour.
- **San Joaquin County | Peltier Road Bridge Replacement over the Mokelumne River:** Project manager/project engineer/hydraulic modeler responsible for providing provide bridge hydraulic services, including estimating discharge design, water surface elevation, velocity, and bridge scour for a bridge rehabilitation vs. replacement study of the Peltier Road Bridge over the Mokelumne River. Also coordinated permits with the CVFPB.
- **City of Merced | G Street and M Street Bridges over Bear Creek BPMP:** Project manager/project engineer/hydraulic modeler responsible for providing BPMP hydraulic services, including estimating discharge, water surface elevation, velocity, and size Rock Slope Protection (RSP) for two bridges over Bear Creek in the City of Merced. Also coordinated permits with the Central Valley Flood Protection Board (CVFPB).
- **Merced County | Kibby Road Bridge over Bear Creek:** Project manager/project engineer/hydraulic modeler responsible for providing provide bridge hydraulic services, including estimating discharge design, water surface elevation, velocity, and bridge scour for a bridge rehabilitation vs. replacement study of the Kibby Road Bridge over Bear Creek. Also coordinated permits with the CVFPB.

Education

- MBA Public Sector Management and Economics - University of California - Davis
- MS Civil Engineering - University of California - Davis
- BS Civil Engineering - Santa Clara University

Registration

- Professional Engineer - CA #C48947

Professional Affiliations

- American Society of Civil Engineers
- Environmental and Water Institute

TODD REMINGTON, PE

Hydrology and Hydraulics | Avila and Associates

Todd has nearly 26 years' experience performing master planning for industrial, commercial, and public works projects, designing and preparing infrastructure plans and specifications, hydraulic modeling of riverine and drainage systems, and preparing curb and gutter, drainage improvements and grading plans.

He has worked extensively on projects in the private and public sectors and routinely coordinated the plan approval process between clients, governing jurisdictions, and other project consultants. Todd is an expert in performing hydrologic studies using HEC-HMS and hydrology/hydraulic calculations using HEC-RAS. He is also highly experienced in preparing improvement and grading plans, erosion control plans, cut/fill maps and hydrology maps; and performing earthwork calculations and cost estimates.

Education

- BS Civil Engineering - University of California - Davis

Registration

- Professional Engineer - CA #C45297

Relevant Project Experience

- **San Joaquin and Stanislaus Counties | McHenry Road Bridge Replacement over the Stanislaus River:** Bridge hydraulic engineer provided bridge hydraulic services, including estimating discharge design, water surface elevation, velocity and bridge scour for a bridge replacement of the McHenry Avenue Bridge over the Stanislaus River.
- **City of Waterford | Ellenwood Hatchery Water System Capacity Modeling:** Civil engineer/distribution system hydraulic modeler performed a distribution system capacity analysis of an existing water supply system serving the Ellenwood Hatchery. Also evaluated the water distribution system, including evaluating pressure drop calculations, pump efficiency analyses, and fire flow analyses.
- **City of Tracy | Mountain House Master Planning and Utility Design, Shea Development:** Civil engineer performed preliminary engineering and master planning for several large subdivisions, including grading analysis and utility design (storm drain, sewer and water distribution hydraulic modeling and sizing) for 1,000 home sites near Tracy.
- **Sacramento County | Morrison Creek | Sacramento Regional Transit:** Civil engineer and hydraulic modeler responsible for assessing the hydraulic capacity of Morrison Creek and Union House Creek to assure adequate freeboard would be provided for the two bridges being constructed for the Sacramento Regional Transit District. Also responsible for reflecting key findings in an AutoCAD file used by the bridge designers and used to secure the necessary resource agency permits.

BEN CRAWFORD, PE, GE

Geotechnical | Crawford & Associates, Inc.

Ben has over 12 years of experience managing a variety of geotechnical engineering projects in Northern California. Ben has provided geotechnical recommendations for wastewater and water treatment plants, pipelines, roadways, bridges, structures, water towers, retaining walls, and airports. He has also provided geotechnical recommendations for schools, hospitals, residential and commercial structures, and water and communication towers. He has managed Caltrans design and construction projects in the Sacramento, Central, and South Valley areas.

Relevant Project Experience

- **Stanislaus County | St. Francis Road Bridge:** Principal geotechnical engineer oversaw the preliminary analysis, historical research, analysis, subsurface exploration, and report preparation for the St. Francis Bridge over an MID canal in north Stanislaus County. The bridge will be a single-span concrete structure likely founded on driven piles. Currently performing preliminary liquefaction and foundation design for the structure to provide a structures preliminary geotechnical report during the first phase of the assessment.
- **Stanislaus County | North County Corridor Improvements:** The purpose of the North County Corridor project is to provide an east-west expressway to accommodate planned growth in the area, provide separation between local and regional traffic, and to provide regional connectivity, by creating alternative routes on new alignments between the SR 99/Hammett Road interchange and the SR 108/120 interchange east of Oakdale. Prepared preliminary geotechnical design/materials and structure preliminary foundation report to address the roadway and potential structures from SR 99 to the SR 108/120 intersection east of Oakdale.
- **Stanislaus County | SR 132 West Improvements:** The SR 132 West Expressway project is the first phase of the ultimate SR 132 project, which will provide improved east to west connectivity through downtown Modesto. The first phase will significantly improve the flow of traffic from SR 99, west to North Dakota Avenue. The project will also improve the transition from north and southbound SR 99 to westbound SR 132. The project will include improving the northbound SR 99/SR 132 West Flyover Structure, Emerald Avenue Undercrossing Structure, and the Carpenter Road Undercrossing Structure. Principal in Charge of the geotechnical and hazardous materials assessment for the project. Oversaw the preliminary coordination, fieldwork, laboratory testing, analysis, and report preparations. Also prepared a structures preliminary geotechnical report and a geotechnical design report for the project. The reports provided potential foundation types for the structures, embankment fills, and roadway grading and pavement recommendations for the at grade improvements.

Education

- BS Civil Engineering - California Polytechnic State University - San Luis Obispo (2002)

Registration

- Professional Engineer - CA #C68457
- Geotechnical Engineer - CA #C2861

Professional Affiliations

- American Council of Engineering Companies
- American Public Works Association
- Geoprofessional Business Association
- County Engineers Association of California
- Modesto Engineers Club

RICK SOWERS, PE, CEG

Geotechnical | Crawford & Associates, Inc.

Rick has practiced geologic and geotechnical engineering for over 38 years and has served as project director and engineering geologist for hundreds of bridge foundation investigations, including many over Putah South Canal and other drainages within the Central Valley and East Bay areas. His other experience includes major highway/interchange projects, buildings, dams, retaining walls, landslides, water tanks, pipelines and fault studies. He has extensive experience directing, coordinating, supervising and reviewing efforts of project managers and project engineers/geologists, and has also served as an expert witness for litigation involving property damage, structure distress, slope stability and landslides throughout Northern California.

Relevant Project Experience

- **San Joaquin County | SR 99/120 Separation Interchange:** Geotechnical investigation for interchange replacement and related roadway/ramp work. Recommendations provided for drilled pile support within area of existing pile foundations, new embankment construction, soundwalls and earthwork.
- **San Joaquin County | Union Road Overcrossing at SR 120:** Principal in Charge for geotechnical investigations to replace an existing freeway overcrossing with a new, cast-in-place, reinforced concrete box girder structure. New construction will be staged to accommodate traffic and utilize existing H-pile bent foundations and new pre-cast concrete piles at the abutments. The project included preparation of a foundation report, geotechnical design report and materials report, consistent with Caltrans format.
- **City of Sacramento | Roseville Road Bridge at Arcade Creek:** Principal in Charge for foundation investigation of a 250-foot-long, four-span concrete bridge to replace an existing functionally obsolete bridge. The foundation study included an evaluation of subsurface conditions, ground water, scour, corrosion, seismicity, and recommendations for CIDH piles, approach roadway sections and retaining walls. Significant issues include channel scour, high skew and adjacent UPRR tracks parallel to the bridge.
- **Tehama County | SR 99W Bridge at Thomes Creek:** Principal in Charge for foundation investigation for a new bridge to replace an existing 625-foot-long reinforced concrete arch bridge. The original bridge was constructed in 1920 and experienced up to 18-feet of channel scour. The preliminary foundation study included seismic evaluation (including liquefaction potential, seismic settlement and seismic slope instability) and preliminary foundation alternatives including CIDH, driven concrete and steel H-section and pipe piles.

Education

- BS Geological Engineering - University of Nevada - Reno (1975)

Registration

- Professional Engineer - CA #C38788
- Professional Geologist - CA #3681
- Certified Engineering Geologist - CA #1104

Professional Affiliations

- Association of Engineering Geologists
- American Public Works Association
- American Society of Civil Engineers
- Placer Architects, Geologists, Engineers and Surveyors
- Society of American Military Engineers
- US Society on Dams

KENT HYSELL, LS

Survey | NorthStar Engineering Group

Kent has over 30 years' experience successfully performing and supervising surveying services for a broad range of projects. He has extensive survey experience and knowledge of the Central Valley region. Kent oversees the day-to-day operations of NorthStar's survey department and has managed up to 12 survey crews. He has experience in research, calculations, boundary surveys, topographic surveys, aerial control surveys, construction staking, and project management. Kent also stays up-to-date and educated in surveying and engineering by attending PSMJ Project Manager Boot Camp, Trimble Classes for GPS Static and Real Time Kinematic Surveying, Subdivision Map Act Classes, and Laws for the California Surveyor, maintaining a minimum of 16 hours of continuing education credits a year.

Education

- General Education Courses
- California State University - Stanislaus

Registration

- Professional Licensed Surveyor
- CA #C6953

Relevant Project Experience

- Stanislaus County | Cooperstown Road over Rydberg Creek Bridge Replacement
- Stanislaus County | Tim Bell Road
- Stanislaus County | Hills Ferry Road Bridge

STEVEN HARRIS

Right-of-Way Appraisal & Acquisition | Overland Pacific & Cutler

Steven is a dedicated professional with more than 30 years of management experience. As a right-of-way project manager he is the main point of contact with the agency and right-of-way project team. He directs staff and oversees all right-of-way tasks and issues associated with the project. Steven has seven years' experience delivering large multi-parcel right-of-way projects requiring compliance with local, state, and federal regulations, as well as Caltrans right-of-way oversight and certification. His experience with the right-of-way process allows for identifying potential issues early on in the process so he can advise the client on mitigation measures to help avoid potential delays, and keep the project on schedule.

Steven's previous project management experience also includes providing relocation services for various local, county, and state government agencies, along with private development projects utilizing various public funding sources. These services include project management, oversight and implementation for complex business relocation, and multi-unit residential relocations.

Education

- Business Administration/
Public Relations Curriculum
- California State University -
Sacramento

Registration

- Real Estate License - CA
#01785530

Professional Affiliations

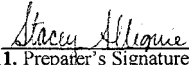
- California Association for
Local Economic Development
- International Right-of-Way
Association

Relevant Project Experience

- **Sacramento Area Flood Control Agency and US Army Corp of Engineers | Natomas Levee Improvements:** Provided acquisition and relocation services for 150 parcels impacted by the project. Also provided coordination in an ongoing effort to provide right of entry and property access for all SAFCA consultants for surveys and studies to complete design plan for over 43 miles of the flood control project. Coordination with agency legal counsel to provide support for litigation resolution.
- **City of Concord | Clayton Road/Treat Boulevard Intersection Improvements:** Project manager overseeing right-of-way process to acquire property rights to improve traffic flow at a major intersection in the City of Concord. Provided turnkey right-of-way services, including appraisal, acquisition negotiations, escrow and title clearance, and rights to enter to complete surveys and investigations.
- **Nevada Department of Transportation | South McCarran Boulevard Widening Project, Phase II:** Project manager for the right-of-way services required to acquire partial fee, permanent, and temporary easements impacting 211 parcels, including commercial, residential, and Washoe County Airport properties. Project improvements included adding additional turn lanes at controlled intersections and soundwall construction along 4.5 miles of South McCarran Boulevard.

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: <u>Stanislaus County Department of Public Works</u>			
2. Project Location: <u>Located immediately south of the intersection of Gilbert Road and East Hatch Road</u>			
3. Project Description: <u>All Inclusive Bridge Engineering Services for the Gilbert Road over TID Ceres Main Canal Bridge Rehabilitation/Replacement Project</u>			
4. Consultant Name: <u>Drake Haglan & Associates</u>			
5. Contract DBE Goal %: <u>9.1%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Public Outreach	Judith Buethe Communications 445 West Weber Avenue #221 Stockton, CA 95203 (209) 464-8707	37196	3.4%
Hydrology & Hydraulics	Avila & Associates Consulting Engineers (925) 673-0549 712 Bancroft Way #333 Walnut Creek, CA 94598	032811	2.8%
Geotechnical Driller	Woodward Drilling (707)374-4300 221 Montezuma, Rio Vista, CA 94571	37887	3.0%
Local Agency to Complete this Section		10. Total % Claimed	9.2 %
16. Local Agency Contract Number: _____		 11. Preparer's Signature Stacey Alliguie 12. Preparer's Name (Print) Project Manager 13. Preparer's Title	
17. Federal-aid Project Number: _____			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
19. Local Agency Representative Name (Print) _____		14. Date <u>05/30/14</u>	
20. Local Agency Representative Signature _____	21. Date _____	15. (Area Code) Tel. No. <u>(916) 363-4210</u>	
22. Local Agency Representative Title _____		23. (Area Code) Tel. No. _____	

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

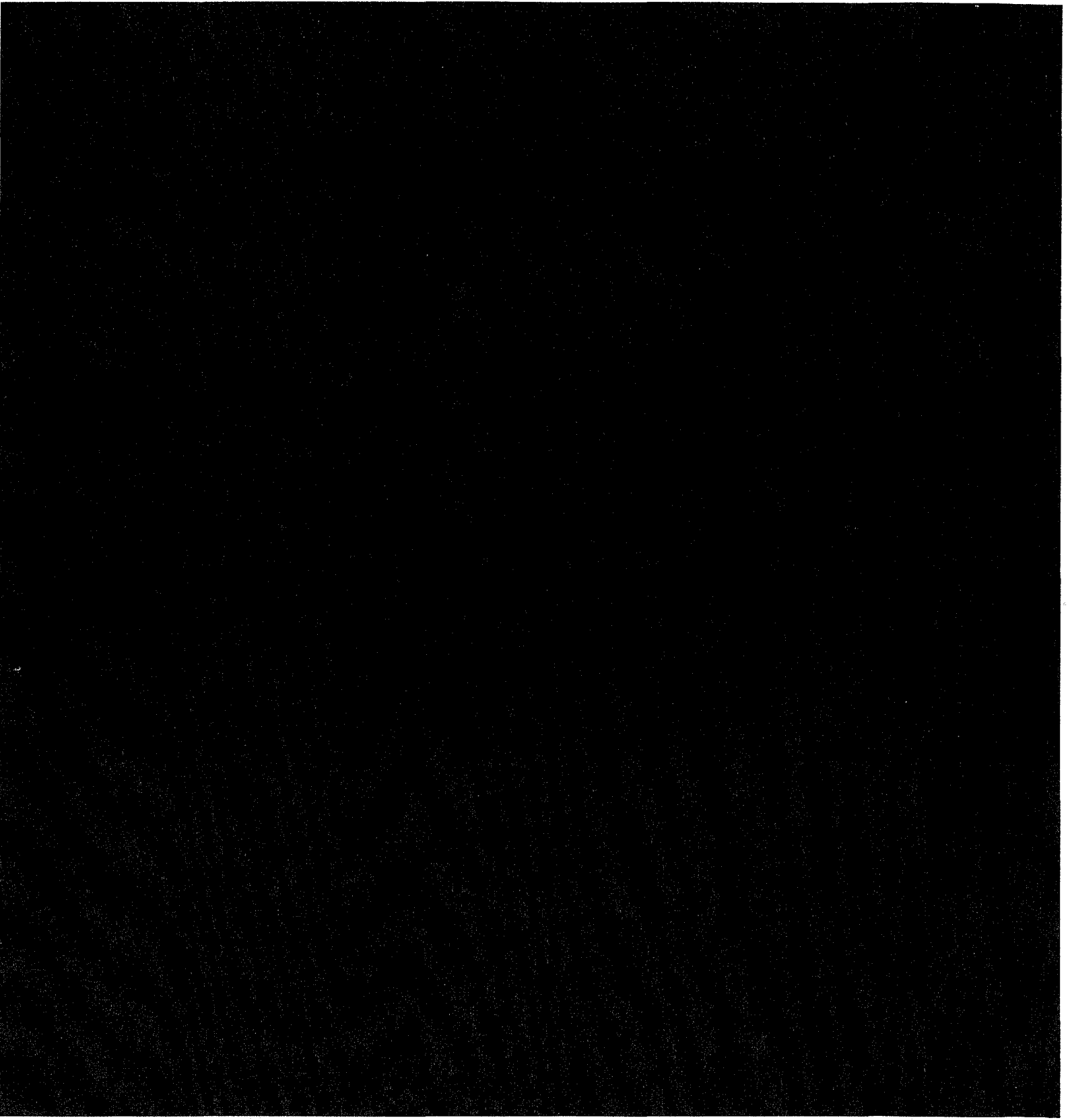
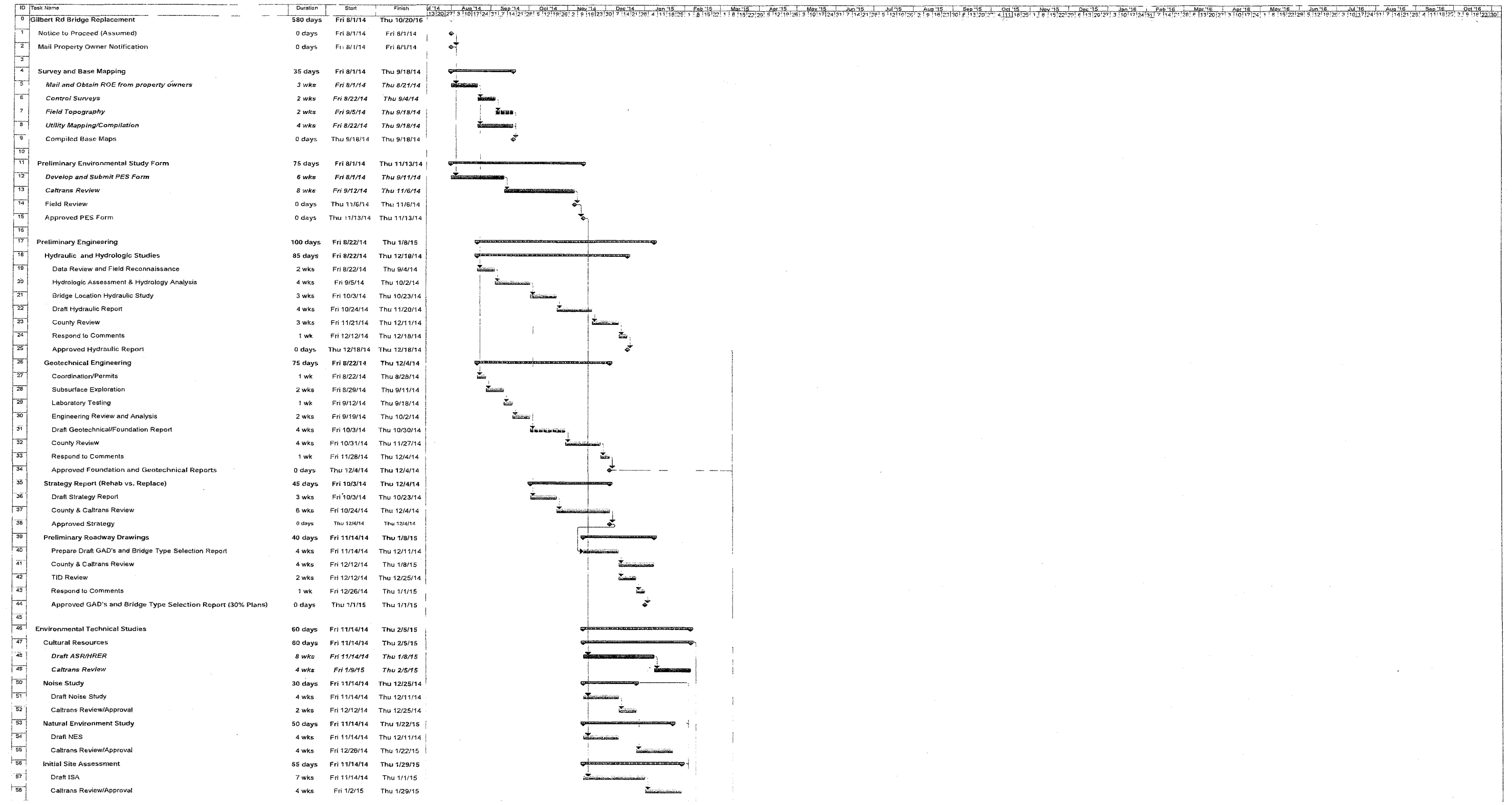
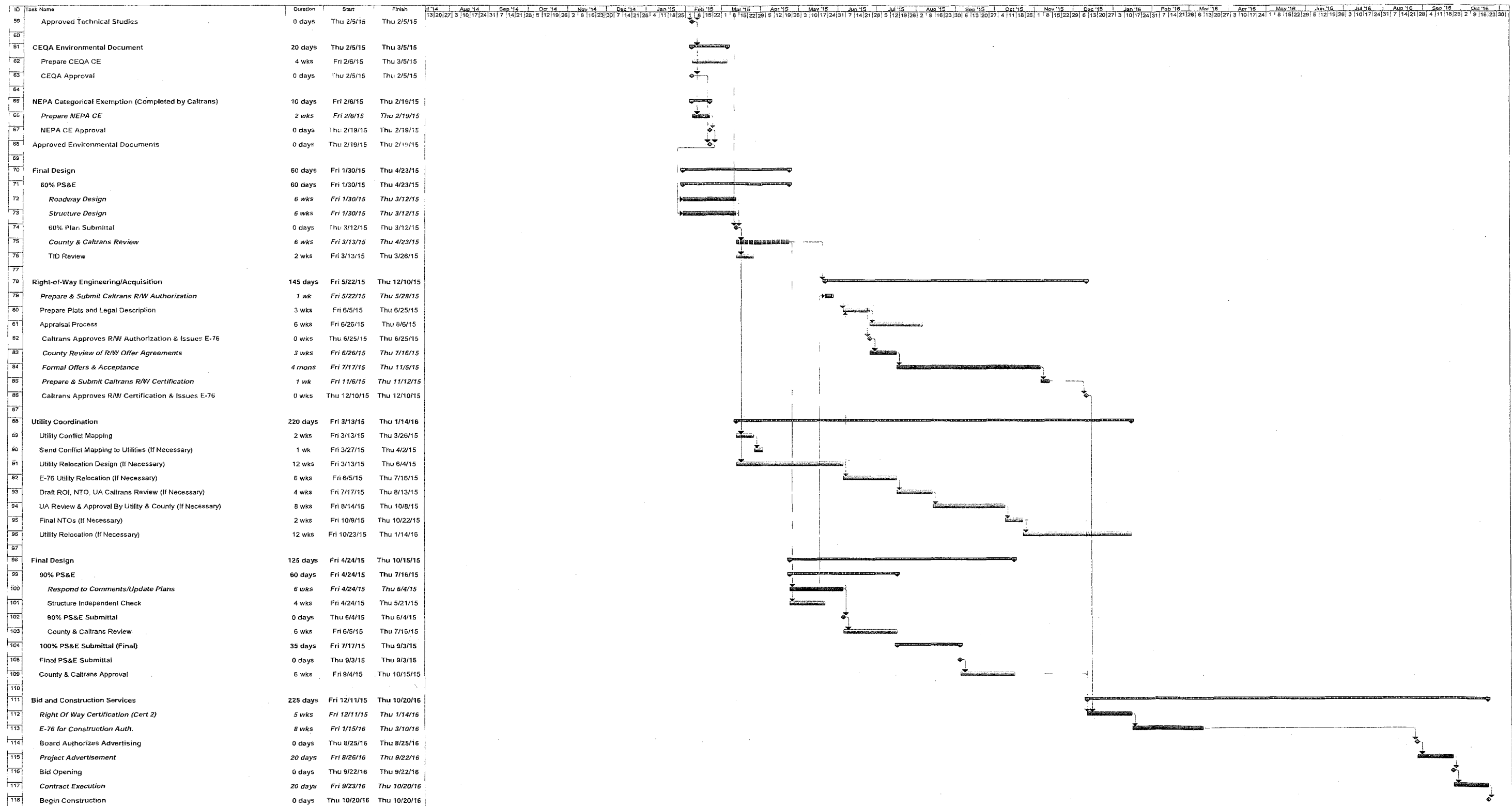


EXHIBIT C
CONSULTANT'S FEE SCHEDULE

**EXHIBIT D
PROJECT SCHEDULE**

APPENDIX D | PROJECT SCHEDULE





STANISLAUS COUNTY
Addendum to Professional Design Services Agreement

Consultant: Drake Haglan & Associates
Project: Gilbert Road over TID Ceres Main Canal Bridge
Rehabilitation/Replacement
Contract No.: 9454
Federal Project No.: BRLO-5938(190)
Award Date & Board Resolution No. 09-30-2014, #2014-506

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 September 30, 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 October 20, 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.

**22. REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

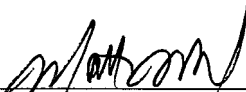
FHWA-1273 – (attachment)

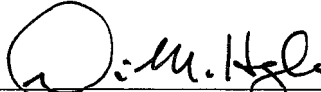
(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF STANISLAUS

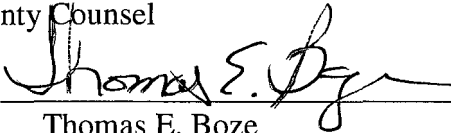
DRAKE HAGLAN & ASSOCIATES

By: 
Matt Machado, Director
Department of Public Works

By: 
Dennis Haglan, PE
President/Principal in Charge

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
- Exhibit 10-J – Standard Contract Provisions for Subconsultant/DBE Participation
- Exhibit 17-F – Final Report-Utilization of Disadvantaged Business Enterprises
- FHWA-1273 – Required Contract Provisions Federal-Aid Construction Contracts

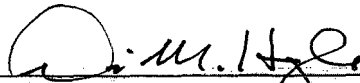
EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the President, and duly authorized representative of the firm of Drake Haglan & Associates, Inc., whose address is 11062 White Rock Road, Ste. 200, Rancho Cordova, CA 95670, 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.

8/28/14
(Date)


(Signature)

Project: Gilbert Road over TID Ceres Main Canal Bridge
Contract No.: 9454

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

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.

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.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor 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 contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
177	CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA	
	CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno Non-SMSA Counties:	23.6

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of _____:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City/County of _____'s approval for this submitted information before you start work. The City/County of _____ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of _____ and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of _____ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.