THE BOARD OF	SUPERVISORS OF THE COU	NTY OF STANISLAUS
	ACTION AGENDA SUMM	ARY
DEPT: Public Works	Kallinson	_ BOARD AGENDA #*C-7
Urgent 📺 Rout	ine 🔳	AGENDA DATE June 2, 2015
CEO Concurs with Recommenda		4/5 Vote Required YES 🔲 NO 🔳
	(Information Attached)	

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Parsons Brinckerhoff of Sacramento, California, for the Crabtree Road Over Dry Creek Bridge Replacement Project in Stanislaus County

STAFF RECOMMENDATIONS:

- 1. Approval to Award a contract for All-Inclusive Bridge Engineering Services to Parsons Brinckerhoff of Sacramento, California, in the amount of \$666,475 for the Crabtree Road over Dry Creek Bridge Replacement Project, Federal Project Number: BRL0-5938(227).
- 2. Authorize the Director of Public Works to execute a contract with Parsons Brinckerhoff in the amount of \$666,475 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$666,475 is needed to fund the all-inclusive bridge engineering services contract. An Authorization to Proceed has been secured from Caltrans for the Preliminary Engineering (PE) phase of the project in the amount of \$795,000. The PE phase of this project is 100% federally funded by the Highway Bridge Program with toll credits. Funding will be requested in the Budget Year 2015-2016 Proposed Public Works Road Projects Budget on June 9, 2015.

BOARD ACTION AS FOLLOWS:		
	No. 2015-247	
On motion of SupervisorMoni and approved by the following		
	esa, Monteith, De Martini, and Chairman Withrow	
Noes: Supervisors:		
Excused or Absent: Supervisor	rs: None	
Abstaining: Supervisor:	None	
1) X Approved as recom	mended	
2) Denied		
3) Approved as amend	led	
4) Other:		
MOTION:		

ATTEST:

HRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Parsons Brinckerhoff of Sacramento, California, for the Crabtree Road Over Dry Creek Bridge Replacement Project in Stanislaus County

DISCUSSION:

The Crabtree Road over Dry Creek Bridge was built in 1920. The current structure allows for one travel lane with no shoulder on either side of the lane. Due to the fact that the bridge is only one lane wide, the crossing is stop controlled with warning signs placed approximately 500 feet from the each end of the bridge warning drivers a one lane bridge is ahead. The sufficiency rating of this bridge is 42.2, on a scale of 100 based on Caltrans' bridge inspection report dated September 16, 2013. The bridge has a status of "Functionally Obsolete" due to its substandard bridge width and there are seismic concerns as the bridge is deemed fracture critical. Additionally, the bridge has a posted weight/load restriction:

- 20 tons per vehicle;
- 24 tons per semi-trailer combination; and
- 26 tons per truck and full trailer.

Crabtree Road is a rural county road in the eastern part of Stanislaus County approximately 5 miles north of State Route 132 and 1.8 miles south of Warnerville Road near the City of Waterford.

This phase of the bridge replacement project consists of design and environmental approval. The County solicited proposals to consultants for the Crabtree Road over Dry Creek Bridge Replacement project on November 7, 2014.

The scope of design services includes:

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

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

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

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Parsons Brinckerhoff of Sacramento, California, for the Crabtree Road Over Dry Creek Bridge Replacement Project in Stanislaus County

On December 19, 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:

- Wood Rodgers
- HDR
- CH2MHill
- Parson Brinckerhoff
- Quincy Engineering
- Mark Thomas and Company

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	Parsons Brinkerhoff								
2	CH2MHill								
3	Mark Thomas & Company								
4	Quincy Engineering								
5	HDR								
6	Wood Rodgers								

Public Works staff recommends awarding a contract in the amount of \$666,475 to Parsons Brinkerhoff of Sacramento, California, as the most qualified consultant based on the results of the evaluation criteria.

POLICY ISSUES:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by initiating Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Parsons Brinckerhoff of Sacramento, California, for the Crabtree Road Over Dry Creek Bridge Replacement Project in Stanislaus County

the process to replace a seismically vulnerable and functionally obsolete bridge in Stanislaus County.

STAFFING IMPACT:

Public Works staff is overseeing this project.

CONTACT PERSON:

Matthew Machado, Public Works Director. Telephone: (209) 525-4153.

ATTACHMENT(S):

1. Professional Design Services Agreement

2. Addendum to Professional Design Services Agreement

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STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT

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

WHEREAS, County, by its Resolution No. <u>2015-247</u> adopted on the day of <u>June</u>, 2015, awarded to Consultant the following Contract: CRABTREE ROAD OVER DRY CREEK BRIDGE REPLACEMENT PROJECT Contract No. 9470 Federal Aid Project No. BRLO-5938(227)

State Bridge No.: 38C-0009

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

1.2. <u>Professional Practices</u>: 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. <u>Representations</u>: 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. <u>Compliance with Laws</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Covenant Against Contingent Fees</u>. 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

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2.1. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in <u>Exhibit "C"</u>, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Six Hundred Sixty-Six Thousand Four

Hundred Seventy-Five Dollars (\$666,475). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. <u>Reimbursements</u>. 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. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Records and Audits</u>. 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

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3.1. <u>Commencement and Completion of Work</u>. 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 <u>Exhibit "D</u>", 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. <u>Excusable Delays</u>. 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

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4.1. <u>Term</u>. 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. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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. <u>Minimum Scope and Limits of Insurance</u>. 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 Two Million Dollars (\$2,000.000), 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 (\$2,000,000), 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 Two Million Dollars (\$2,000,000), 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. <u>Endorsements</u>. 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.

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5.3. <u>Deductibles</u>: 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 and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. <u>Certificates of Insurance</u>: 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. <u>Non-limiting</u>: 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. <u>Primary Insurance</u>: 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. <u>Cancellation of Insurance</u>: 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

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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. <u>California Admitted Insurer</u>: 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. <u>Subcontractors</u>: 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

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Indemnification: To the fullest extent allowed by law, Consultant shall defend, 6.1. 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. <u>Duty to Defend</u>: 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. <u>Duty to Cooperate</u>: 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. <u>Patent Rights</u>: 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

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7.1. <u>Entire Agreement</u>: 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. <u>Representatives</u>. 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. <u>Project Managers</u>. 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. <u>Designated Personnel</u>: 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: Ali Seyedmadani
- b. Lead/Manager: n/a

7.5. <u>Removal of Personnel or Sub-Consultants</u>: 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. <u>Notices</u>: 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: Sam Chrun, Associated Civil Engineer Stanislaus County Public Works 1716 Morgan Road Modesto, CA 95358

If to Consultant: Cheryl Creson, PE, Vice-President, Principal-in-Charge Parsons Brinckerhoff 2329 Gateway Oaks Dr. #200 Sacramento, CA 95833

7.7. <u>Attorneys' Fees</u>: 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. <u>Governing Law</u>: 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. <u>Assignment</u>: 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. <u>Independent Contractor</u>: 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. <u>Confidentiality</u>: 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. <u>Ownership of Documents</u>: 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. <u>Reuse of Design Documents</u>: 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. <u>Public Records Act Disclosure</u>: 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.

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7.15. <u>Responsibility for Errors</u>: 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. <u>Costs</u>: 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. <u>No Third Party Beneficiary Rights</u>: 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. <u>Construction</u>: 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. <u>Amendments</u>: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. <u>Waiver</u>: 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.

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7.22. <u>Severability</u>: 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. <u>Counterparts</u>: 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. <u>Corporate Authority</u>: 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

By: Mat and

Matt Machado, Director Department of Public Works

APPROVED AS TO FORM: John P. Doering County Counsel By:

> Thomas E. Boze Deputy County Counsel

PARSONS BRINCKERHOFF

Chery/Creson, PE Vice President, Principal-in-Charge

Consultant: Parsons Brinckerhoff Crabtree Road over Dry Creek Bridge Replacement Project Contract No.: 9470

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

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

www.stancounty.com/publicworks

STANISLAUS COUNTY

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR PROPOSALS FOR THE CRABTREE ROAD OVER DRY CREEK BRIDGE REPLACEMENT PROJECT ALL – INCLUSIVE BRIDGE ENGINEERING SERVICES

> Federal Project No.: BRLO-5938(227) State Bridge No.: 38C-0009

Invitation Date: Questions Deadline: Last Addendum: Proposal Due Date: November 7, 2014 5:00 PM, December 5, 2014 5:00 PM, December 12, 2014 5:00 PM, December 19, 2014

Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for All Inclusive Bridge Engineering Services for the Crabtree Road over Dry Creek Bridge Replacement project located in Stanislaus County.

Main Office 1716 Morgan Road, Modesto CA 95358 • Phone: 209 525.4130 • Development Services & Transit: 1010 10th Street, Suite 4204, Modesto CA 95354

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Attachments

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1.	Sample Fee ProposalA1
2.	Exhibit 10-I – Notice to Proposers DBE InformationA2
3.	Exhibit 10-J - Standard Agreement for Sub-Consultants/DBE Participation
4.	Exhibit 10-OI – Consultant Proposal DBE CommitmentA4
5.	Exhibit 10-O2 – Consultant Contract DBE InformationA5
6.	Sample Design Services Agreement and Addendum to Professional Design Services
7.	Exhibit 10-B – Suggested Consultant Evaluation Sheet
8.	Exhibit 10-K – Consultant Certification of Contract Cost and Financial Management System
9.	Exhibit 10-F – Certification of Consultant, Commissions and Fees
10	Project Vicinity and Location MapA10
11	Caltrans Bridge ReportA11
12	Existing Project Documents (If Applicable)A12

Project Description

The Crabtree Road over Dry Creek Bridge was built in 1920 and the structure is classified as a riveted steel through Pratt truss with corrugated metal deck and timber stringers on reinforced concrete (RC) seat abutments. The foundations are unknown but assumed to be spread footings based on observations. The bridge is located 1.8 mile south of Warnerville Road.

The bridge originally serviced two lanes of travel but was reduced to one lane some time ago due to its substandard deck width. "ONE LANE BRIDGE" warning signs are posted at both approaches. Additionally, the bridge has an operational weight limit which is also posted at both approaches.

The purpose of the project is to improve public safety. The California Department of Transportation (Caltrans) bridge inspection report dated September 16, 2013 identifies major deficiencies with the Crabtree Road over Dry Creek Bridge:

Deck and Roadway

- The deck has 0.25 inch wide traverse cracks near both abutments with an area 3 feet long by 8 inches wide with potholes near abutment 2.
- The timber rail on both sides of the bridge has significant deterioration and the timber posts are very loose. The horizontal rail members also have significant deterioration and are reinforced with supplemental horizontal sections.

Superstructure

- The left exterior stringer has a significant deterioration near abutment 1.
- The steel truss members such as the lower and upper chords, portal bracings, diagonals, etc. have general surface rust. No section loss is observed.

Substructure

- Abutment 1, has exposed concrete footing up to 36 inches high by approximately 13 feet long along the left side and return wall. Exposed horizontal and vertical reinforcement is observed.
- The left wing wall at both abutments has up to 3.5 inch wide full length vertical cracks.

The Crabtree Road over Dry Creek Replacement project is necessary due to the bridge structure being deemed Functionally Obsolete (FO) due to its insufficient bridge width with a sufficiency rating (SR) of 42.2. Additional deficiencies may exist and be discovered as a result of additional studies or investigation performed by the winning consultant.

Scope of Work

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The estimated schedule for the project is as follows:

Project Advertisement and Environmental Document: November 2014 – December 2015

Plans, Specifications, and Estimate:

- i. 30% : July 2015
- ii. 60% : January 2016
- iii. 90% : April 2016
- iv. 100%: August 2016

Right of Way: February 2016 – July 2016 Bidding and Award Contract: November 2016 Construction: March 2017

The scope of services will consist of the engineering design and preparation of 100% contract documents consisting of plans, specifications, and cost estimates for the construction of this project. The scope of services will also include the necessary environmental studies, right of way services and work scopes to assist the County to obtain required State and Federal environmental permits and authorizations.

STRATEGY MEETING

The Consultant shall be responsible for coordinating and scheduling a strategy meeting. At a minimum, representatives from the following fields shall attend the strategy meeting:

- Caltrans
- Stanislaus County
- Consultant
- 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 1 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 12 meetings. Project schedule will be strictly enforced. Consultant must notify the 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 of 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, 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 a final right of way map, plats, and legal descriptions for use by the County in the acquisition of all necessary parcels and easements.

Datum:

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- 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 the 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

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Hydraulics items may include, but are not limited to, the 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 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 100year flood) and other floods of significance to design of the preferred bridge. Identify the minimum required conveyance capacity and the effects of the preferred bridge on risk of flood damage to structures. Determine hydraulic characteristics necessary for estimating potential scour. Prepare figures showing flood profiles and stage-discharge curves as appropriate.
- Final Report: Prepare final report with appropriate recommendations and provide two copies to the County for review.

RIGHT OF WAY SERVICES

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 acquisitions 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 Consultant responsibilities to negotiate with any property owners and to keep records (minutes) of those negotiations.

PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)

Plans:

- Project plans prepared by the Consultant shall be submitted to the County at the 30%, 60%, 90%, and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 60% should be of sufficient level to start right-of-way acquisition after environmental determination is achieved. The Consultant shall coordinate each submittal with County, Caltrans and any other agency that might have a stake in the project.
- 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 stamped and signed of plans, one Mylar copy stamped and signed, and all digital CAD files in appropriate County format shall be submitted 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 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 shall be attached as an appendix at the end of the proposal. The 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 for a total of 10 physical pages), not including resumes, no more than one sheet per resume, except for the principals, which may not exceed 2 pages each and no more than 3 principals may be listed (i.e. Project Engineer, Bridge Engineer/Architect, Principal in charge), including a cover letter. Any attachments/appendixes (such as Detail Scope of Services) will not be counted as part of the 20-page proposal limit. 11 x 17 sheets are acceptable and will be counted as 1 page but shall contain appropriate content such as exhibits, site constraint maps, etc. A digital copy of the proposal, in PDF format, shall be included with the original proposal.

The proposal should be succinct. The submitted material should focus on technical content that demonstrates experience and understanding in the 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. The outline will not be counted as part of the page limit.

- The Consultant shall follow Caltrans Local Agency Procedure Manual (LAPM) for Federal Aid projects.
- 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 of their choice regarding the level of anticipated environmental assessment. The environmental sub-consultant shall follow the Caltrans Standard Environmental Reference (see www.dot.ca.gov/ser).

• The Consultant must include in their proposal a preliminary engineering construction cost estimate for budgeting purposes for all anticipated proposed construction alternatives.

DBE Requirements:

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- The agency has established a DBE goal for this contract of 6.7%.
- 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 (if necessary).
- Check consultant' 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 December 19, 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 <u>SEPARATE</u>, **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. Subconsultant 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 the 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 <u>www.modestoplanroom.com</u>. 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 chruns@stancounty.com. Addendums, if necessary, will be posted on the Modesto Reprographics website.

Attachment A1

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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.		Name of Prime Consultant								Sub- Consultant 1			ption ervic		SJNC	osts	tost	ស
		Name Title	Name Title	Name Title	Name Title	Hours	Costs	Cost	Hours	Costs	Cost	Hours	Costs	Cost	Srand Total Hours	Other Direct Costs	Grand Total Cost	Optional Cost
	Total cost for listed resources in \$	\$	\$	\$	\$	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Total Hours	Direct Costs	Total Cost	Grand	Other	Granc	Opti
NO.	Task Description																	
1	Project Management							1.										
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2	Topographic Survey 1.1							-										
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3	Geotechnical Investigation							-		-								
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4	Environmental / Permitting																	
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5	Public Outreach							-										
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6	Right of Way							21			-		-					
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7	PS&E												1.11					
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8	Construction Support																	
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	TOTAL HOURS																	
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Attachment A2

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Exhibit 10-I

Notice to Proposers DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

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

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: http://www.dot.ca.gov/hq/bep/.
 - 1. Click on the link in the left menu titled Disadvantaged Business Enterprise;
 - 2. Click on Search for a DBE Firm link;
 - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

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

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

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

Attachment A3

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Exhibit 10-J

Standard Agreement for Sub-Consultants/DBE Participation

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

1. Subconsultants

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

2. Disadvantaged Business Enterprise (DBE) Participation

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

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

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

4. Prompt Payment of Funds Withheld to Subconsultants

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

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

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

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

5. DBE Records

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

6. DBE Certification and Decertification Status

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

Attachment A4

Exhibit 10-O1

Consultant Proposal DBE Commitment (*Required to be submitted with proposal) .1 *

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EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

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

C	onsultant to Complete this S	Section	
1. Local Agency Name:		······································	
2. Project Location:			
3. Project Description:			
4. Consultant Name:			
5. Contract DBE Goal %:	-		
	DBE Commitment Informa	tion	
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	alder Helvand
16. Local Agency Contract Number:		and the second second	
7. Federal-aid Project Number:			
8. Proposed Contract Execution Date:			
Local Agency certifies that all DBE certi nformation on this form is complete and	11. Preparer's Signature		
	12. Preparer's Name (Print)		
9. Local Agency Representative Name (Print)			
20. Local Agency Representative Signature 21. Date		13. Preparer's Title	
		14. Date 15. (/	Arca Code) Tel. No.
22. Local Agency Representative Title 23. (Area Code) Tel. No.		-	

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

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INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Attachment A5

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Exhibit 10-O2

Consultant Contract DBE Information (*Required to be submitted with fee-proposal)

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EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION

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

	Consultant to Cor	nplete this Sect	ion	
1. Local Agency Name:				
2. Project Location:				-
3. Project Description:				
4. Total Contract Award Amount:				
5. Consultant Name:	6880 T T			
6. Contract DBE Goal %:				
7. Total Dollar Amount for all Sub	oconsultants: S			
8. Total Number of all Subconsult	ants:			
	Award DBE/	DBE Information		
9. Description of Services to be Prov		BE Firm	11. DBE Cert. Number	12. DBE Dollar Amount
			13. Total	
Local Agency to Complete this Section			Dollars Claimed	
20. Local Agency Contract Number:			Clanicu	S
21. Federal-aid Project Number:			- 14. Total % Claimed	
22. Contract Execution Date:				%
Local Agency certifies that all		nd the		
information on this form is con	iplete and accurate:			
23. Local Agency Representative Nam	ec (Print)			
			2300.000 0000000000000	
24. Local Agency Representative Sign	ature 25. Dat	c		
26. Local Agency Representative Title 27. (Area Code) Tel. No.			15. Preparer's Signature	
		1	16. Preparer's Name (Pr	int)
Caltrans	to Complete this Section		17. Preparer's Title	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form			ever reparer s vice	
has been reviewed for complete	eness;		18. Date 19	. (Arca Code) Tel. No.
28. DLAE Name (Print) 29	9. DLAE Signature	30. Datc		

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

INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION

Consultant Section

The Consultant shall:

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

Local Agency Section:

The Local Agency representative shall:

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

Caltrans Section:

Caltrans District Local Assistance Engineer (DLAE) shall:

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

Attachment A6

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Sample Design Services Agreement and Addendum to Professional Design Services

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STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

1.2. <u>Professional Practices</u>: 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. <u>Representations</u>: 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. <u>Compliance with Laws</u>. 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. <u>Non-Discrimination</u>. 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. <u>Non-Exclusive Agreement</u>. 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. <u>Delegation and Assignment</u>. 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. <u>Covenant Against Contingent Fees</u>. 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. <u>Compensation</u>. Consultant shall be paid in accordance with the fee schedule set forth in <u>Exhibit "C"</u>, attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed

Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated

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

2.2. <u>Reimbursements</u>. 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. <u>Additional Services</u>. 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. <u>Method of Billing</u>. 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. <u>Records and Audits</u>. 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

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3.1. <u>Commencement and Completion of Work</u>. 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 <u>Exhibit "D"</u>, 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. <u>Excusable Delays</u>. 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. <u>Term</u>. 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. <u>Notice of Termination</u>. 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. <u>Compensation</u>. 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. <u>Documents</u>. 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

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5.1. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Endorsements</u>. 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. <u>Deductibles</u>: 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. The Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. <u>Certificates of Insurance</u>: 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. <u>Non-limiting</u>: 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. <u>Primary Insurance</u>: 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. <u>Cancellation of Insurance</u>: 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. <u>California Admitted Insurer</u>: 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. <u>Subcontractors</u>: 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

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

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7.3. <u>Project Managers</u>. 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. <u>Designated Personnel</u>: 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.

7.5. <u>Removal of Personnel or Sub-Consultants</u>: 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. <u>Notices</u>: 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:If to Consultant:[Insert Contact & Address][Insert Contact & Address]

7.7. <u>Attorneys' Fees</u>: 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. <u>Governing Law</u>: 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. <u>Assignment</u>: 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. <u>Independent Contractor</u>: 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 employee relationship exists by reason of this Agreement.

7.11. <u>Confidentiality</u>: 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. <u>Ownership of Documents</u>: 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. <u>Reuse of Design Documents</u>: 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. <u>Public Records Act Disclosure</u>: 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. <u>Responsibility for Errors</u>: 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. <u>Costs</u>: 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. <u>No Third Party Beneficiary Rights</u>: 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. <u>Construction</u>: 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. <u>Amendments</u>: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. <u>Waiver</u>: 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. <u>Severability</u>: 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. <u>Counterparts</u>: 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. <u>Corporate Authority</u>: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

(SIGNATURES ON THE NEXT PAGE)

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

COUNTY OF STANISLAUS

[Insert Name]

By: _

A .p

By:_____

Matt Machado, Director Department of Public Works

APPROVED AS TO FORM: John P. Doering County Counsel

By: __

Thomas E. Boze Deputy County Counsel

Board Resolution No.:

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

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EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

EXHIBIT C

CONSULTANTS FEE SCHEDULE

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EXHIBIT D

PROJECT SCHEDULE

STANISLAUS COUNTY

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

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

1. CONFIDENTIALITY OF DATA

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

2. CONFLICT OF INTEREST

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

SAMPLE ADDENDUM

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

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

3. COST PRINCIPLES

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

4. COST PROPOSAL

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

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

5. DEBARMENT AND SUSPENSION CERTIFICATION

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

6. EQUIPMENT PURCHASE

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

SAMPLE ADDENDUM

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

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

7. FUNDING REQUIREMENTS

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

8. INSPECTION OF WORK

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

9. NONDISCRIMINATION

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

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.

10. PERFORMANCE PERIOD

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

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

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

SAMPLE ADDENDUM

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

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

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

SAMPLE ADDENDUM

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

14. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Subcontracts in excess of \$25,000 shall contain this provision.

15. SALARY ESCALATION

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

16. STATE PREVAILING WAGE RATES

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

SAMPLE ADDENDUM

17. SUBCONTRACTING

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

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

COUNTY OF STANISLAUS

[INSERT COMPANY NAME]

By: _____

By:_____

Matt Machado, Director Department of Public Works

By:_____

APPROVED AS TO FORM: John P. Doering County Counsel

By:

Thomas E. Boze Deputy County Counsel

(END OF ADDENDUM)

Attachment A7

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Exhibit 10-B

Suggested Consultant Evaluation Sheet

SUGGESTED EVALU	ALUATION SHEET*			
Criteria	Maximum Points	Rating		
Understanding of the work to be done	35			
Experience with similar kinds of work	15			
Quality of staff for work to be done	15			
Capability of developing innovative or advanced techniques	10			
Familiarity with state and federal procedures	15			
Demonstrated Technical Ability	10			
Total	100			

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET

*Notes:

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

Distribution: Local Agency Project Files

Attachment A8

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Exhibit 10-K

Consultant Certification of Contract Cost and Financial Management System (*Required to be submitted with fee-proposal)

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EXHIBIT 10-K CONSULTANT CERTIFICATION OF CONTRACT COSTS AND FINANCIAL

MANAGEMENT SYSTEM

(Note: If requesting to utilize the Safe Harbor Indirect Cost Rate submit Attachment 1 of DLA-OB 13-07 - Safe Harbor Indirect Cost Rate for Consultant Contracts found at http://www.dot.ca.gov/hq/LocalPrograms/DLA_OB/DLA_OB.htm in lieu of this form.)

Certification of Final Indirect Costs:

Consultant Firm Name: ______

Indirect Cost Rate:	Date of Proposal Preparation (mm/dd/yyyy):

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

Contract Number: Project Number:

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

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

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

Certification of Financial Management System:

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

Certification of Dollar Amount for all A&E contracts:

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

Certification of Direct Costs:

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

1. Compliant with Generally Accepted Accounting Principles (GAAP) and standards promulgated by the Cost Accounting Standards Board (when applicable).

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- 2. Compliant with the terms of the contract and is incurred specifically for the contract.
- 3. Not prohibited by 23 CFR, Chapter 1, Part 172 Administration of Engineering and Design Related Service Contracts to the extent requirements are applicable to Consultant.

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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	S	<u></u>
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	_ 3	
* Consultant Certification Signature:		
Consultant Certifying (Print Name and Title):		
Name:		
Title:		
Consultant Contact Information:		
Email:		
Phone number:		
Date of Certification (mm/dd/yyyy):		

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

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

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

Attachment A9

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Exhibit 10-F

Certification of Consultant, Commissions and Fees ×.

EXHIBIT 10-F CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES

I HEREBY CERTIFY that I am the	, and duly authorized
representative of the firm of	, whose address is
	, and that, except as hereby

expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

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

(Date)

(Signature)

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

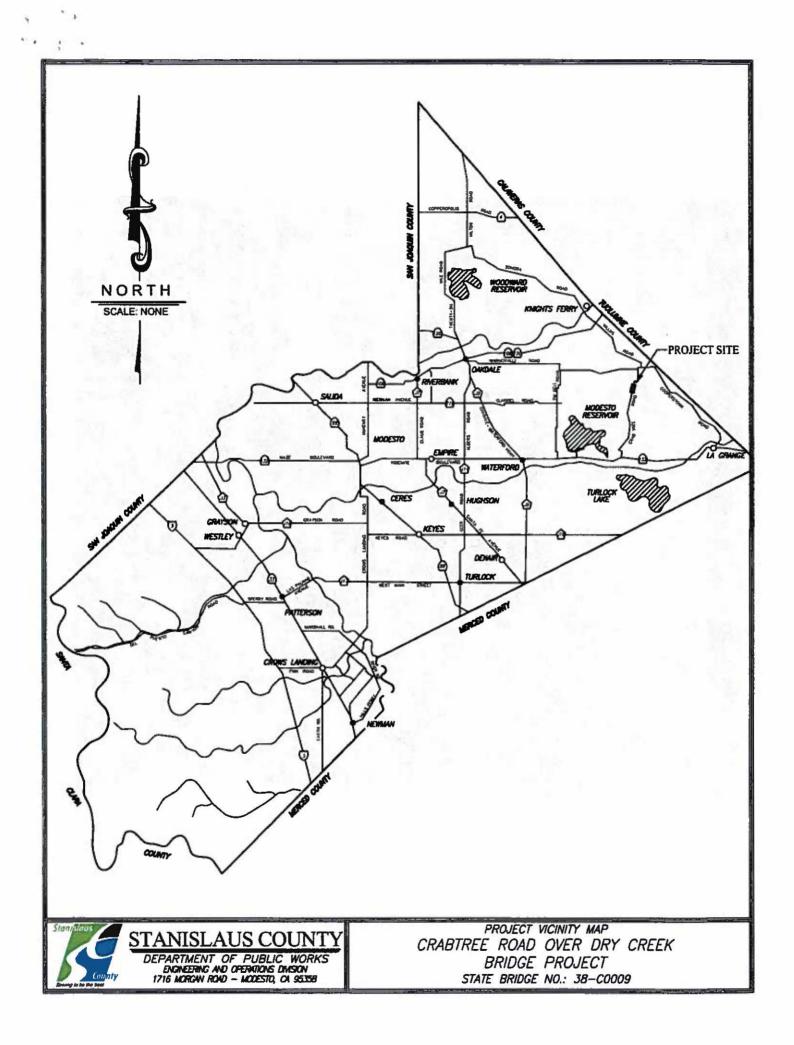
Attachment A10

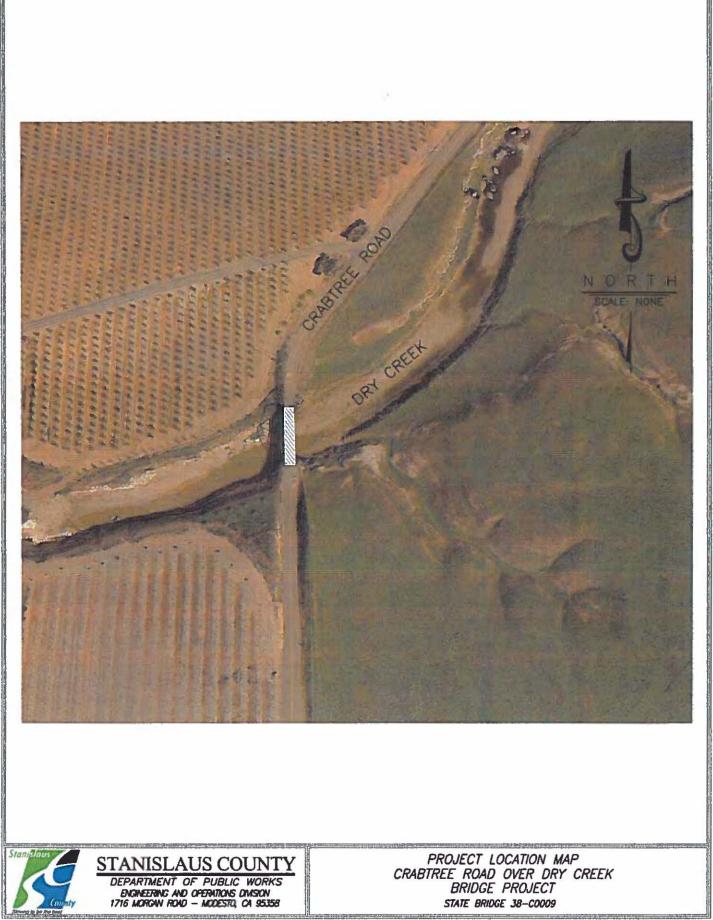
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Project Vicinity Map and Location Map





Attachment A11

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Caltrans Bridge Report

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Caltrans

DEPARTMENT OF TRANSPORTATION Structure Maintenance & Investigations

Bridge Number :	380009
Facility Carried:	CRABTREE ROAD
Location :	1.8 MI S WARNERVILLE RD
City :	
Inspection Date :	09/16/2013
Inspection Type	
Routine FC Under	water Special Other

Bridge Inspection Report

STRUCTURE NAME: DRY CREEK

CONSTRUCTION I	INFORMATION
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Year Built :	1920	Skew (degrees): 0
Year Widened:	N/A	No. of Joints : 0
Length (m) :	31.7	No. of Hinges : 0

Structure Description: Riveted steel through Pratt truss with corrugated metal deck and timber stringers (19 each) on RC seat abutments. Steel "I" bars in tension chords. Foundations are unknown, but assumed to be spread footings based on exposure at Abutment 1.

Span Configuration :1 @ 30.5 m

SAFE LOAD CAPACITY AND RATINGS

 Design Live Load:
 UNKNOWN

 Inventory Rating:
 11.1 metric tons
 Calculation Method: ALLOWABLE STRESS

 Operating Rating:
 19.0 metric tons
 Calculation Method: ALLOWABLE STRESS

 Permit Rating:
 XXXXX

 Posting Load:
 Type 3: 20
 U.S. Tons

 Type 3S2:
 24
 U.S. Tons
 Type 3-3: 26

DESCRIPTION ON STRUCTURE

Deck X-Section: 0.1 m r, 0.4 m wg, 5.3 m, 0.4 m wg, 0.1 m r Total Width: 6.3 m Net Width: 5.3 m No. of Lanes: 1 Speed: 25 mph Min. Vertical Clearance: 4.01 m

Rail Code: 0000

Rail Type	Location	Length	(ft) Rail	Modifications
Timber	Right/Left	203		
Rail				

DESCRIPTION UNDER STRUCTURE

Channel Description: Dirt, gravel and some bedrock.

INSPECTION COMMENTARY

SCOPE AND ACCESS

At the time of this investigation, the channel was dry. A complete inspection of all the elements was performed.

The last Fracture Critical Inspection was performed on 12/14/2012. A hands-on visual inspection was performed on the tension members of the left and right steel truss, and the steel floor beams. No fractures or cracks were found.

REVISIONS

Element 117 - Timber Stringer: replaced Element 111 (Timber Open Girder/Beam) and revised total quantity from 17 meters to 590 meters.

Element 220 - Reinforced Concrete Submerged Pile Cap/Footing: added element at 1 each for exposed footing at Abutment 1.

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INSPECTION COMMENTARY

MISCELLANEOUS

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The inspection frequency will remain at 24 months due to the functional classification (Local Rural) with low daily traffic and present condition of the structure. The load posting is based on design and not the condition of the elements.

The routine roadway, elevation, and underside photos were taken at this time and are included in this bridge inspection report. See attached photos #1 through 4.

DECK AND ROADWAY

There are 0.25 inch wide transverse AC deck cracks near both abutments with a 3 feet long x 8 inches wide area with potholes near Abutment 2. There are also alligator cracks with impending potholes in several areas of up to 3 feet wide across the bridge width on the northern part of the AC deck. Based on a field comparison of the photo from the 09/2011 report, this condition has not changed.

There is a missing wheel guard on the left side of deck at Abutment 1. See attached photo #5.

The timber rails on both sides have deteriorated and the timber posts are very loose. The surface paint is mostly faded and peeling. The horizontal members are severely deteriorated and reinforced with supplemental horizontal sections at the posts. See attached photos #5 and 6.

SUPERSTRUCTURE

The left exterior stringer (Stringer #1) has a 0.5 inch wide split over a 20 feet in length near Abutment 1 and over a 10 feet in length near the second floor beam. The exterior stringer is outside of the wheel guards and does not carry traffic. See attached photos # 7 and 8.

The steel members of the thru-trusses such as lower and upper chords, portal bracings, upper lateral bracings, upper lateral struts, sway bracings, sway struts, end posts, verticals, diagonals, and counter diagonals have general surface rust with no observed section loss or deformation. The eye bars at the bottom chords have no significant surface rust or section loss.

During the 2012 Fracture Critical Inspection, the lower chord connection pins were ultrasonically inspected with no defect indications found. The upper chord connection pins were previously inspected in 11/30/2010, also with no defects. A hands-on visual inspection was performed on the tension members of the left and right steel truss, and the steel floor beams. No fractures or cracks were found.

The paint system on floor beams has faded with surface rust on both flanges and the web sections. No visible cracks were observed. Based on a field comparison of the photo from the 09/2011 report, this condition has not changed.

There is general surface rust on the attached cover plates at the bottom of the floor beams, with no observed section loss. There are no visible cracks or defects found on the intermittent fillet welds (Category E weld) around the cover plates.

SUBSTRUCTURE

At the left side of Abutment 1, the concrete footing is exposed up to 36 inches high by approximately 13 feet long along the left side and return wall. There are exposed

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INSPECTION COMMENTARY

vertical reinforcements of up to 24 inches at the return wall footing, and up to 48 inches horizontal reinforcements at the bottom of the abutment footing. No undermining is occurring. See attached photos #9 and 10.

The left wingwall at both abutments has an up to 3.5 inches wide full length vertical crack with up to 4 inches wide horizontal offset from top to bottom of the wingwall. Based on a field comparison of the photo from the 09/2011 report, this condition has not changed.

SAFE LOAD CAPACITY

A Load Rating Summary Sheet dated 07/21/2008 is on file for this structure. While this inspection does not include a check of that analysis, it does verify that the structural conditions observed during this inspection are consistent with those assumed in that analysis. The current ratings were calculated using MIDAS on 07/21/2008.

The capacity of the structure is controlled by the truss top chord. The rating calculations were based on a single lane with 2 inches (50 mm) of AC thickness, full impact for the truss and floor beam, and no impact for the stringers. The calculated capacities for different load cases are as follows:

20 TONS PER VEHICLE 24 TONS PER SEMI-TRAILER COMBINATION 26 TONS PER TRUCK AND FULL TRAILER ONE LANE BRIDGE

OPERATIONAL SIGNS

The appropriate load posting signs are in place at both approaches. 20 TONS PER VEHICLE 24 TONS PER SEMI-TRAILER COMBINATION 26 TONS PER TRUCK AND FULL TRAILER

In addition, the following signs are in place at both abutments. ONE LANE BRIDGE STOP IMPAIRED VERTICAL CLEARANCE 13 FT 0 IN at both portals

EXISTING FOSTING

The structure is posted by an Order Establishing Load Limits dated January 13, 2009 for the following load restrictions: 20 TONS PER VEHICLE 24 TONS PER SEMI-TRAILER COMBINATION 26 TONS FER TRUCK AND FULL TRAILER

RECOMMENDED FOSTING

Retain existing posting.

ELEME	INT INSPECTION RATINGS													
Elem			Total			Qt	y in	each	1 Co	ndi	tion	Sta	te	
Na.	Element Description	Erv	Qty	Units	St.		St.		St.		St.	4	St.	5

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Elem		Total		Qt	y in eac	h Condi	tion Sta	te
No. Element Description	Env	Qty	Units	St. 1	St. 2	St. 3	St. 4	St. 5
30 Steel Deck - Corrugated/Orthotropic/Etc.	2	192	sq.m.	192	0	٥	0	C
117 Timber Stringer	2	590	m.	590	0	0	0	c
121 Fainted Steel Bottom Chord Thru Truss	2	62	m.	٥	٥	62	0	C
126 Painted Steel Thru Truss (excl. bottom chord)	2	62	m.	0	0	62	0	C
152 Painted Steel Floor Beam	2	25	m.	0	٥	25	٥	C
215 Reinforced Conc Abutment	2	13	m.	13	0	a	0	e
220 Reinforced Conc Submerged Pile Cap/Footing	2	1	ea.	l	0	٥	0	C
<pre>311 Moveable Bearing (roller, sliding, etc.)</pre>	2	2	ea.	2	0	0	0	C
313 Fixed Bearing	2	2	ea.	2	0	0	O	C
332 Timber Bridge Railing	2	62	m.	0	0	62	0	0

WORK RECOMMENDATIONS

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RecDate: 09/16/2013 Action : Super-Replace Work By: LOCAL AGENCY Status : PROPOSED	EstCost: StrTarget: 2 YEARS DistTarget: EA:	Repair the broken left exterior Stringer 1 near Abutment 1.
RecDate: 09/16/2013 Action : Deck-Misc. Work By: LOCAL AGENCY Status : PROPOSED	EstCost: StrTarget: 2 YEARS DistTarget: EA:	Replace the missing wheel guard on the left side of deck at Abutment I.
RecDate: 09/18/2007 Action : Deck-Resurface Work By: LOCAL AGENCY Status : PROPOSED	EstCost: StrTarget: 2 YEARS DistTarget: EA:	Repair the AC cracks and potholes on deck.
RecDate: 10/26/1999 Action : Paint-Full Prep Work By: LOCAL AGENCY Status : PROPOSED	EstCost: StrTarget: 2 YEARS DistTarget: EA:	Repaint all the painted steel elements.
RecDate: 10/26/1999 Action : Railing-Rehab Work By: LOCAL AGENCY Status : PROPOSED	EstCost: StrTarget: 2 YEARS DistTarget: EA:	Replace the timber rail on both sides.

38C0009/AAAP/27046

Team Leader	:	Ronnie H. Le France Al
Report Author	. [Ronnie H. Le
Inspected By		RH.Le/AG.Groess

(Date)

Armin G. Groess (Registered Civil Engineer)



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STRUCTURE INVENTORY AND APPRAISAL REPORT

(1) STATE NAME- CALIFORNIA 069 3800009 (8) STRUCTURE NUMBER (5) INVENTORY ROUTE (ON/UNDER) - ON 140000000 (2) HIGHWAY AGENCY DISTRICT 10 (3) COUNTY CODE 099 (4) PLACE CODE 00000 DRY CREEK (6) FEATURE INTERSECTED-(6) FEATURE LATER (7) FACILITY CARRIED-1.8 MI S WARNERVILLE RD C (11) MILEPOINT/KILOMETERPOINT C (12) BASE HIGHWAY NETWORK- NOT ON NET 0 (13) LRS INVENTORY ROUTE & SUBROUTE 37 DEG 42 MIN 39 SEC (16) LATITUDE (17) LONGITUDE 120 DEG 36 MIN 36 SEC (96) BORDER BRIDGE STATE CODE * SHARE * (99) BORDER BRIDGE STRUCTURE NUMBER ******** STRUCTURE TYPE AND MATERIAL ******** (43) STRUCTURE TYPE MAIN: MATERIAL-STEEL TYPE- TRUSS - THRU CODE 310 (44) STRUCTURE TYPE APPR:MATERIAL-OTHER/NA TYPE- CTHER/NA CODE 000 (45) NUMBER OF SPANS IN MAIN UNIT 1 (46) NUMBER OF APPROACH SPANS 0 (107) DECK STRUCTURE TYPE- CORRUGATED STEEL CODE 6 (108) WEARING SURFACE / PROTECTIVE SYSTEM: A) TYPE OF WEARING SURFACE- BITUMINOUS CODE 6 E) TYPE OF MEMBRANE- NONE CODE 0 C) TYPE OF DECK PROTECTION- NONE CODE 0 **************** AGE AND SERVICE **************** (27) YEAR BUILT 1920 (106) YEAR RECONSTRUCTED 0000 (42) TYPE OF SERVICE: ON- HIGHWAY UNDER- WATERWAY 1_____ (28) LANES: ON STRUCTURE 01 UNDER STRUCTURE 00 (29) AVERAGE DAILY TRAFFIC 71 (30) YEAR OF ADT 2007 (109) TRUCK ADT 27 \$ (19) BYPASS, DETOUR LENGTH 35 KM (48) LENGTH OF MAXIMUM SPAN 30.5 M (49) STRUCTURE LENGTH 31.7 M LEFT 0.4 M RIGHT 0.4 M (50) CURB OR SIDEWALK: (51) BRIDGE ROADWAY WIDTH CURB TO CURB 5.3 M (52) DECK WIDTH OUT TO OUT 6.3 M 6.7 M (32) APPROACH ROADWAY WIDTH (W/SHOULDERS) (33) BRIDGE MEDIAN- NO MEDIAN 0 NO 0 (34) SKEW O DEG (35) STRUCTURE FLARED (10) INVENTORY ROUTE MIN VERT CLEAR 4.01 M (47) INVENTORY ROUTE TOTAL HORIZ CLEAR 5.3 M (53) MIN VERT CLEAR OVER BRIDGE RDWY 4.01 M (54) MIN VERT UNDERCLEAR REF- NOT H/RP. 0.00 M (55) MIN LAT UNDERCLEAR RT REF- NOT H/RR 0.0 M (55) MIN LAT UNDERCLEAR LT 0.0 M (36) NAVIGATION CONTROL- NO CONTROL CODE 0 (111) PIER PROTECTION-CODE (39) NAVIGATION VERTICAL CLEARANCE (19) NAVIGATION VERILES COMMENTER (116) VERT-LIFT BRIDGE NAV MIN VERT CLEAR 0.0 M M (40) NAVIGATION HORIZONTAL CLEARANCE 0.0 M

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	SUFFICIENCY RATING = 42.2		
	STATUS FUNCTIONALLY OBSOLETE		
	HEALTH INDEX 80.1		
	PAINT CONDITION INDEX = 50.0		
	**************************************	0005	
(112)	NBIS BRIDGE LENGTH- YES		
	HIGHWAY SYSTEM- NOT ON NHS	¥	
	FUNCTIONAL CLASS- LOCAL RURAL	0 09	
	DEFENSE HIGHWAY- NOT STRAHNET	0	
Second Second	PARALLEL STRUCTURE- NONE EXISTS	N	
	The second se		
	102) DIRECTION OF TRAFFIC- 1 LANE, 2 WAY 103) TEMPORARY STRUCTURE		
	FED.LANDS HWY- NOT APPLICABLE	0	
(110)	DESIGNATED NATIONAL NETWORK - NOT ON NET	0	
	TOLL- ON PREE ROAD	3	
(21)	MAINTAIN - COUNTY HIGHWAY AGENCY	02	
(22)	OWNER- COUNTY HIGHWAY AGENCY	02	
(37)	HISTORICAL SIGNIFICANCE- NOT ELIGIBLE	5	
	CONDITION ************************************		
	DECK	7	
100000000000000000000000000000000000000	SUPERSTRUCTURE	7	
	SUBSTRUCTURE	7	
0.0000000000000	CHANNEL & CHANNEL PROTECTION	7	
(62)	CULVERTS	N	
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(31)	DESIGN LOAD - UNKNOWN	٥	
(63)	OPERATING RATING METHOD- ALLOWABLE STRESS	2	
(64)	OPERATING RATING-	19.0	
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38C0009/AAAP/27046

1.8 MI S WARNERVILLE RD

09/16/2013 [AAAP]

38C0009

100 - PHOTO-Routine-Roadway View

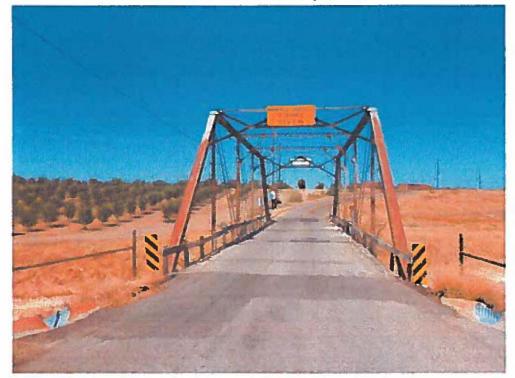


Photo No. 1 Deck view, looking north

101 - PHOTO-Routine-Elevation View



Photo No. 2 Right elevation

1.8 MI S WARNERVILLE RD

09/16/2013 [AAAP]

38C0009





Photo No. 3 Underside, looking at Abutment 1

135 - PHOTO-Routine-Underside



Photo No. 4 Underside, looking at Abutment 2

1.8 MI S WARNERVILLE RD

09/16/2013 [AAAP]

120 - PHOTO-Rail-Details



Photo No. 5 Left timber rail

120 - PHOTO-Rail-Details



Photo No. 6 Right timber rail

38C0009

1.8 MI S WARNERVILLE RD

09/16/2013 [AAAP]

38C0009



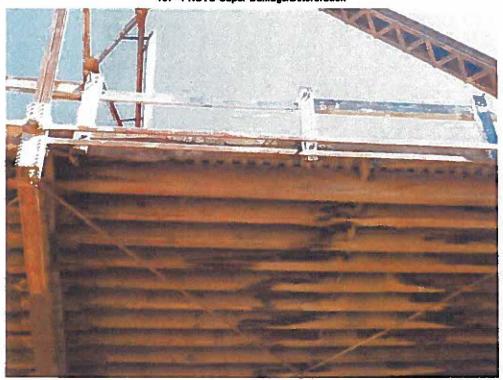


Photo No. 7 Damaged left exterior stringer near Abutment 1

107 - PHOTO-Super-Damage/Deteroration



Photo No. 8 Damaged left exterior stringer near the second floorbeam

1.8 MI S WARNERVILLE RD

09/16/2013 [AAAP]

116 - PHOTO-Sub-Scour/Evaluation



Photo No. 9 Abutment 1 footing

116 - PHOTO-Sub-Scour/Evaluation



Photo No. 10 Left side at Abutment 1 footing

38C0009

Attachment A12

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> Existing Project Documents (As Applicable)

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EXHIBIT B CONSULTANT'S RESPONSE

PARSONS BRINCKERHOFF

December 19, 2014

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

RE: Proposal for Crabtree Road over Dry Creek Bridge Replacement Project, All-Inclusive Bridge Engineering Services, Federal Project No.: BRL0-5938(227); State Bridge No.: 38C-0009

Dear Mr. Chrun:

We understand Stanislaus County Department of Public Works (County) is looking for a qualified firm that can provide all-inclusive, turn-key engineering services for the Crabtree Road over Dry Creek Bridge Replacement Project. We have reviewed the project and are providing a full range of alternatives that would meet the County's objectives while addressing the risks associated with the project site, environmental constraints, and construction. Our team brings the capability to utilize the Building Information Modeling (BIM) to model and monitor construction risks through 3rd and 4th (time) dimensional modeling to mitigate risks related to construction schedule and staging requirements. To emphasize our commitment and interest to County, we have started the Preliminary Engineering to expedite the project start and we offer the following documents:

- Existing Bridge Evaluation Memo Appendix
- Basis of Design Memo & Geometric Plans and Profiles- Appendix
- Draft Bridge Hydraulic Analysis Technical Memo for Dry Creek- Appendix
- Bridge General Plans and Cost Estimate- Appendix
- Draft Area of Potential Effects (APE) Map- Appendix
- Draft Preliminary Environmental Study (PES) Form- Appendix

Project key issues: To better understand the project issues we have visited the project site and have coordinated with the County, Caltrans, and other regulatory agency staff. We have identified early approval of the Basis of Design and project footprint for maximizing HBP fund contribution as a priority. To that end we have committed a team of professionals currently available and can "hit the ground running".

The Team: Our team has extensive experience with HBP, federal and local funded bridge projects in Caltrans District 10 as well as other Caltrans Districts. In the past 5 years, our team members have worked on over 15 HBP funded projects in northern California. All Seyedmadani, PhD, PE with more than 26 years of experience will be the Project Manager; assisted by Kathy Wickam, as the Project Engineer/Civil Lead, Ben Consolacion, as the Structures Lead, and Jeff Little of Sycamore Environmental as the Environmental lead. This team has worked on number of bridge projects together. The team includes Bender Rosenthal, Inc, Crawford & Associates, Inc., NorthStar Engineering Group, and WRECO. We commit to a 6.7% DBE participation.

Our team has successfully worked together providing similar services to Plumas County, Calaveras County, the City of Larkspur, the City of Lathrop, and the County of Sacramento. With a proactive approach in Plumas County, we were able to submit the environmental documents to Plumas County and Caltrans for approval within five months of the field review, allowing the project to move forward on an aggressive schedule.

Parsons Brinckerhoff has reviewed the Sample Professional Design Services Agreement; we will meet all of the terms and conditions if selected, and will be able to sign the agreement with no changes. If you have any questions, please contact Cheryl Creson at (916) 567-2520 or <u>creson@pbworld.com</u>, or the Project Manager Ali Seyedmadani at (916) 567-2524 or <u>seyedmadani@pbworld.com</u>. We appreciate your consideration and look forward to working with the County.

Sincerely, **PARSONS BRINCKERHOFF, INC.**

Cheryl Creson

Cheryl Creson, PE Vice President, Principal-in-Charge

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Detailed Scope of Work

Note: Two paper copies and electronic (pdf) of project deliverables will be submitted unless otherwise noted.

Phase I-Strategy Report Task 1: Draft and Final Strategy Report

Parsons Brinckerhoff will develop the project design criteria and prepare a Basis of Design Memorandum for County and Caltrans approval. Parsons Brinckerhoff will prepare a Draft Strategy Report comparing the project alternatives for the California Department of Transportation (Caltrans) and Stanislaus County (County) review. Up to three project alternatives will be considered and evaluated, including retrofit existing bridge alternatives and new bridge alternatives. Based upon conversation with Caltrans, they have given their concurrence for bridge replacement and retrofit alternatives will be considered for documentation purposes only.

Based on Caltrans and County consensus of the most practical project alternative, Parsons Brinckerhoff will prepare a Final Strategy Report which will be used for preliminary engineering and environmental analysis.

If requested by Caltrans a Strategy Report meeting will be held with Caltrans and the County to present the Final Strategy Report. This meeting is covered under Project Management.

Phase II & III-Preliminary Engineering and Environmental Documentation, PS&E and Bid Support Task 1: Project Management

1.1 Communications and Coordination

Parsons Brinckerhoff will maintain frequent contact with the County, stakeholders, and task leaders to keep the lines of communication open. Parsons Brinckerhoff will:

- Establish and implement a project document/correspondence management and distribution system to assure that information flows between all parties of the project as intended.
- Communicate regularly with the County's project manager using telephone, fax, email, written correspondence, and face-to-face meetings as required throughout the term of the contract.
- Maintain a project contact list with names and contact information for interested parties.
- Maintain issue matrix to identify and track issues and their resolution through the duration of the project.
- Develop and maintain a project document retention system, which will be transferred to the County on project completion. The system will catalog and retain significant project correspondence and work products in their native format.

Deliverables:

- Basis of Design Memorandum
- Draft and Final Strategy Report

1.1 Deliverables:

- Document Distribution and Submittal Tracking
- Contact List
- Issue Matrix
- Project File

1.2 Meetings

Parsons Brinckerhoff will organize, schedule and chair meetings as necessary to provide progress updates, coordinate between technical disciplines, and facilitate overall project communication. For each meeting, Parsons Brinckerhoff will prepare meeting agendas and minutes for meetings. The agendas are to be submitted to the County for review prior to the meeting. The minutes shall be distributed within five working days after the meeting to invitees. The minutes shall include, but not be limited to, a list of attendees with phone numbers and email, a synopsis of discussion items, any pertinent information, action items, and follow-up to action items. The following meetings are anticipated for this project:

- Kickoff/Field Meeting: At the start of the project, Parsons Brinckerhoff will organize a kickoff field meeting with key personnel on the project. The purpose of this meeting will be to review the goals and objectives of the project, discuss each team member's roles and responsibilities, identify critical project issues and obtain consensus on task durations, particularly reviews. Part of the meeting will be held in the field so as to come to consensus on the project approach.
- Strategy Meeting: Parsons Brinckerhoff will coordinate and schedule a strategy meeting to discuss three project alternatives with the County and Caltrans to determine the most practical project alternative. Project alternatives include retrofit existing bridge and new bridge on a new alignment.
- Project Development Team (PDT) Meetings: The PDT meetings will serve as the primary forum for reviewing the status of the project and identifying and resolving project issues. Attendees will include Parsons Brinckerhoff's project manager, task leads as needed, County and Caltrans staff and other stakeholders as necessary. Throughout the anticipated duration of the project design phase, a total of 12 PDT meetings (eight via teleconferences) are assumed, including the Project Kickoff Meeting and the Strategy Meeting.

1.3 Project Schedule

To identify and manage the project critical path, Parsons Brinckerhoff will prepare a detailed project baseline schedule based on a work breakdown structure (WBS) that will include tasks of parties involved in the Project and will take into account agency staff teview time.

Parsons Brinckerhoff will update the schedule monthly to manage/monitor work progress as the project progresses. To help keep the project on schedule, Parsons Brinckerhoff will communicate task durations and deadlines to the project team, coordinate with stakeholders regarding review durations, and keep a focus on critical path items.

1.4 Project Administration

Parsons Brinckerhoff will monitor and control the effort and progress of the work as follows:

- Prepare subconsultant agreements: Parsons Brinckerhoff will prepare and execute contracts with the proposed subconsultants for the scope of services described herein.
- Monitor subconsultant progress and review/approve invoices: Parsons Brinckerhoff will track the work progress of the proposed subconsultants and review their invoices for format and content compliance.
- Support for Caltrans Local Assistance: Parsons Brinckerhoff will provide technical information to support processing of Local Assistance Procedure Manual (LAPM)

1.3 Deliverable:

Project Schedule (baseline) with updates

1.4 Deliverable:

- Monthly Invoices
- Progress Reports

exhibits and associated Federal Highway Administration (FHWA)/Caltrans submittals as may be necessary to process changes in scope, schedule and budget and to secure additional programming, obligations or funding for the preliminary engineering (PE) phase and to initiate subsequent phases of the projects. The quantity of services is limited to the effort associated with the allocated budget for this task.

 Prepare monthly progress reports and client invoices: Parsons Brinckerhoff will submit a monthly progress report and invoice to the County. The progress reports will include a narrative on work accomplished during the reporting period; work planned for the next reporting period; information/decisions required to maintain the project schedule and complete deliverables; problems encountered that may affect the schedule, budget and anticipated work items; and recommendations to resolve issues, and budget status.

1.5 Quality Control (QC)

Parsons Brinckerhoff will establish and implement a QC plan as follows: design calculations will be independently checked and that exhibits and plans checked, corrected and back-checked. Parsons Brinckerhoff will review subconsultants submittals, including environmental and engineering reports, for appropriate background information, study methodology, interpretation of data, format and content completed in accordance with the scope of work and applicable standards.

Task 2: Topographical Survey

2.1 Topographical and Boundary Survey

Record Research NorthStar Engineer Group (NorthStar) will perform record research at Stanislaus County to locate Recorded Control Maps, Right-of-Way Maps, Records of Survey, County Surveys, Corner Records, and other official maps of records for use in calculating and determining the existing road right-of-way and adjacent property lines.

Record Calculations NorthStar 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.

Right-of-Way and Control Field Survey NorthStar will perform a Topographic and Right-of-Way 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 of 1983 (NAD 83), California Coordinate System Zone III. The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88). The horizontal and vertical control will be established from the nearest NGS monuments supporting the required project datum.

NorthStar will perform a Field Survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those

locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas. Calculate final project right-of-way and parcel lines based on an analysis of record and field data and measurements. Prepare a Final Right-of-Way and Parcel Line Land Net Map.

Topographic Survey NorthStar will perform detailed Field Survey of existing roadways, physical improvements, visible utilities, and drainage features. This Scope of Work is proposed based on the understanding that Crabtree Road Bridge will be replaced with new geometry and new approaches will be designed. Cross Sections and Tie-In Surveys will be performed to ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps. Topographic Field Survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, Crabtree Road cross sections, striping, bridge structure (limited survey based on removal of existing structure), headwalls and wingwalls, fences, driveways, pavement elevations, guard rails, Dry Creek cross sections, and other miscellaneous visible features. Cross sections will be taken at 25 foot intervals along horizontal and vertical curves and 50 foot intervals along tangents along Crabtree Road to capture the detail of the horizontal and vertical curves with additional crosssections at the conform points. Consultant will coordinate with property owners to gain "right of entry" during the Field Survey. A total of 8 channel cross sections will be taken for utilization in HEC-RAS Hydraulic Study. Cross Sections will be taken as follows:

Roadway Cross Sections:

- 1,000 feet of 25 foot intervals along horizontal and vertical curves and 50 foot intervals along tangents for the Northerly and Southerly roadway approach to the bridge.
- 50 foot interval sections along bridge top edge of deck and centerline only.

Channel Cross Sections:

- 3 Sections downstream
- 2 Sections at the existing bridge (1 at upstream face, 1 at downstream face)
- 3 Sections upstream

2.2 Record of Survey Map

NorthStar will prepare a Right-of-Way Requirements Map based on identified right-ofway requirements. The Right-of-Way Requirements Map shall define all property acquisition required. It appears that a total of three properties owned by two different entities may require right-of-way dedications based on a review of the Stanislaus County Assessor's Maps. Prepare an Easement Requirements Map based on identified easement requirements. The Easement Requirements Map shall define all easement acquisitions required. Based on the Right-of-Way Requirements Map, perform a Field Survey to set preliminary stakes along the proposed easements and right-of-ways for the Client and Property Owners to review for acceptance. Prepare appropriate right-of-way and easement legal descriptions and exhibits for three parcels.

- a. Order Preliminary Title Reports for each property affected by right-of-way acquisition (three Title Reports fees to be reimbursed by Stanislaus County).
- b. Prepare Right-of-Way Acquisition Maps.

- c. Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- d. Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- e. 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.
- f. Prepare and file a Record of Survey for any new right-of-way required, and/or for any other triggers specified in the Professional Land Surveyors Act.
- g. Prepare Final Right-of-Way Map and legal descriptions for acquisition of all necessary parcels and easements.

2.3 Color Orthorectified Aerial Photo (Optional)

NorthStar will provide a color orthorectified aerial image which will cover the project limits and will be utilized in the development, planning, and design of the proposed project. Aero-Graphics will prepare the color orthorectified aerial photo. NorthStar will set ground control in accordance with Aerial Flight Plan provided by Aero-Graphics, and will provide coordinates and elevations on ground control for aerial orientation. The Aerial Survey will not include topographic features delineated in AutoCAD, and will not include breakline data. All topographic features and terrain modeling will be provided by conventional survey methods specified in Task 2.1.

Task 3: Preliminary Engineering (PE)

3.1 **Project Alternatives**

Parsons Brinckerhoff will refine the project alternative from the Final Strategy Report and proceed with the bridge type selection report and environmental analysis.

3.2 Structures Preliminary Geotechnical Report (SPGR)

CAInc will prepare a Structures Preliminary Geotechnical Report (SPGR) for use in the Feasibility Study and Type Selection Report. The SPGR will be based on available subsurface data, as-built drawings, published geologic mapping and seismicity data, aerial photographs, preliminary project data and site review. The report will include; Scope of Work; Site Description; Project Description; Site Geology and Subsurface Conditions; Seismic Data and Evaluation; Liquefaction Evaluation; Scour Considerations; Slope Stability; Preliminary Foundation Recommendations (i.e., type, elevation and allowable loading of bridge foundation elements); Anticipated Subsurface Exploration and Testing, and Limitations.

3.3 Foundation Design Report (FDR)

For the final bridge design and approach roadways, CAInc will prepare a combination Materials, Geotechnical, and Foundation Design Report as follows:

3.2 Deliverable:

 Draft and Final Structures Preliminary Geotechnical Report (SPGR)

3.3.1 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 assume rights of entry will be provided by others for explorations within private property.

3.3.2 Subsurface Exploration

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

Location	Number of Explorations	Depth Below Existing Grade
Foundation Abutments	2	70 to 75 ft below ground surface

Based upon the good soil data from the 1995 LOTB, we propose to complete one deep boring at each abutment to confirm the subsurface along the proposed alignment. For the approach roadway, CAInc will also complete three to four shallow test borings (upper 5 to 15 ft) at each side to provide information on subgrade soil and collect bulk samples for Rvalue 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.

For borings within the County right of way, we assume encroachment permit fees will be waived by Stanislaus County. Traffic Control will consist of cones and signs with flagmen. We assume access to borings locations on private property will be provided by others.

3.3.3 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.

3.3.4 Evaluation and Engineering Analysis

CAInc will perform engineering analysis (using computer software where applicable) for the following: scour, slope stability, 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).

3.3.5 Foundation Design Report (FDR)

CAInc will prepare and submit a Draft Foundation Design 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 and Slope Stability 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 report comments, CAInc will prepare a Final Foundation Design Report.

3.4 Hydraulic Studies

3.4.1 Data Review

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WRECO will review available data, including previous studies, provided by Stanislaus County (County) and Project Team. Key information to review will be the available hydrologic and hydraulic data for Dry Creek, topographic survey, available cross-sections, County and Caltrans Bridge Inspection Reports and maintenance records for the Project site.

3.4.2 Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. The field reconnaissance will be conducted on the same day as the coordination meeting.

3.4.3 Hydrologic Analysis

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there was no detailed study available for the bridge. WRECO will perform hydrologic analyses using at least two different methods for the creek crossing: 1) USGS Regional Regression Method/StreamStats, and 2) Floodfrequency Analysis using the gate data at the bridge site from the Turlock and Modesto Irrigation Districts.

3.4.4 Hydraulic Analysis

WRECO will perform the hydraulic analyses of Dry Creek using the U.S. Army Corp of Engineer's HEC-RAS computer model to determine the design flow characteristics of the 100-year, 50-year, and overtopping flows, including water surface elevations (depths) and velocities, for the existing and proposed conditions. WRECO will coordinate with the Project Team to obtain the surveyed channel cross-sections to be used for the hydraulic models and integrate the proposed bridge design into the hydraulic models.

3.4.5 Location Hydraulic Study

Based on WRECO's preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, no floodplain encroachments or impacts are anticipated as a result of the Project. Therefore, WRECO will prepare a Floodplain Evaluation Report Technical Memorandum, including the Location Hydraulic Study form and the Floodplain 3.4.5 Deliverable:

Draft and Final Floodplain
 Evaluation Report
 Technical Memorandum

3.3.5 Deliverable:

Draft and Final Foundation Design Report (FDR) Evaluation Report Summary form to document the investigation and summarize the results.

3.4.6 Scour Analysis

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

3.4.7 Bridge Design Hydraulic Study Report

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

Task 4: Environmental Review and Permitting

As the preliminary environmental study (PES) field review is pending, the scope and extent of technical studies that may be needed to support the environmental review are as yet undetermined. As such, the scope of work for Task 4 will be determined by the outcome of the field review and approved PES form. Where such efforts are not included in the cost proposal, they are noted as "optional" tasks. If the assumptions stated below turn out to be incorrect due to the fact that the PES field review has not been completed, a modification to our contract will be needed to the extent our scope of work, price, or schedule are impacted.

4.1 Project Initiation Tasks

4.1.1 Environmental Project Management

Sycamore Environmental will coordinate as requested with the County Project Manager and the design team to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination will be on an asneeded basis, as requested by the County or members of the design team, to provide environmental support for the project. We assume one kickoff/ field meeting, up to six project development team meetings, two technical coordination meetings, and one public hearing required for NEPA and CEQA compliance.

4.1.2 Environmental Issues for Strategy Report

The similarities and costs of project alternatives will be compared and contrasted in a section of the Technical Memo Preparation. The information will support the project Cost Analysis and allow the County and Caltrans to make an informed decision in selecting the most practical project alternative.

4.1.3 PES and Field Review; APE

The Preliminary Environmental Study (PES) identifies technical studies, coordination, and permits required to complete NEPA in accordance with Chapter 6 of the Caltrans Local Assistance Procedures Manual. Sycamore Environmental will prepare the PES Form and coordinate with the County to schedule and attend the Caltrans Field Review Meeting. This task is complete when Caltrans signs the PES.

Sycamore Environmental and Francis Heritage will prepare an Area of Potential Effects (APE) map for approval by Caltrans pursuant to Attachment 3 of the 2014 Programmatic Agreement.

3.4.7 Deliverable:

 Draft and Final Bridge Design Hydraulic Study Report

4.1.2 Deliverable:

Environmental Issues
 Memo

4.1.3 Deliverable:

- Preliminary Environmental Study (PES) Form
- Field Review
 - Area of Potential Effects (APE) Map

4.2 Technical Studies

4.2.1 Hazardous Waste Initial Site Assessment (ISA)

Crawford & Associates, Inc. (CAInc) will perform the following tasks to provide an Initial Site Assessment (ISA) to evaluate the Crabtree Road Bridge over Dry Creek and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project.

• Review and discuss the project with the design team.

- Review available project documents and reports including; existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues (such as pesticide usage, railroad alignments, industrial parks, orchards, etc.).
- Conduct a limited site reconnaissance to observe current land use and indications
 of potential contamination at the site, and to view publicly accessible portions of
 the adjacent properties.
- Review owner representative provided information, if available, regarding past and
 present operations conducted on the property to assess the potential for RECs.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform federal, state, and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.
- Based on the results of the database search, site review, land use and existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project area.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and determine additional investigation and analysis.

We will submit a draft ISA Report for review and comment prior to the final report submittal.

4.2.2 Natural Environment Study (NES) Report

Sycamore Environmental will prepare the NES. The NES incorporates the results of biological studies and coordination with the resource agencies. The NES describes the existing biological environment and how the project affects that environment and provides the technical concerning plants, animals and natural communities occurring in the project study area. The NES will be prepared in the current Caltrans format.

Literature Research/ Coordination: Sycamore Environmental will prepare the project description, identify and scope project issues and coordinate with the Client to develop the

4.2.1 Deliverable:

Draft and Final ISA Report

4.2.2 Deliverable:

 Natural Environmental Study (NES) Report final study limits. The literature research will include a query of the CNDDB for a list of special-status species and habitats that occur in the vicinity of the project site and obtain a list from the USFWS of federal-listed species that could be affected by the project.

Field Survey: Sycamore Environmental will conduct fieldwork to determine the potential for occurrence of special-status species and sensitive habitats. Federal-, state- and CNPS-status plants have potential to occur on the site. This task includes two surveys to cover all special-status plant species with potential to occur in order to satisfy the requirements of both NEPA and CEQA.

Report: The NES report will evaluate potential project impacts and incorporate resource agency comments. Sycamore Environmental will prepare avoidance, minimization, and mitigation measures as needed. The NES will include a conceptual Revegetation Plan and a discussion of compliance with Protection of Wetlands (EO 11990), Floodplains (EO 11988), Invasive Species (EO 13112), Migratory Bird Treaty Act (MBTA) and Section 7 of the Federal Endangered Species Act (FESA).

4.2.3 Biological Assessment

Biological Assessments (BA) are the reports Caltrans uses for formal and informal Section 7 Endangered Species Act consultations with USFWS and NMFS. Preparation of a BA does not mean that formal consultation is required. Caltrans now consistently requires the preparation of two Biological Assessments, one for consultation with USFWS and one for consultation with NMFS. Sycamore Environmental will prepare the BA in the current Caltrans format. The BAs will focus on California tiger salamander, San Joaquin kit fox, federal listed salmonids, essential fish habitat (EFH) and other federal species and critical habitat. A formal Endangered Species Act consultation could take four to twelve months. Informal consultation could conclude in one or two months.

4.2.4 Wetlands Study

Sycamore Environmental will conduct a Wetlands Study of the project study area. The Wetlands Study will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. The Jurisdictional Delineation Report will be prepared in accordance with the Sacramento District minimum standards. The Wetlands Study will be submitted to the Corps concurrently with the 404 CWA permit application requesting a preliminary jurisdictional determination. Sycamore Environmental will attend the field verification with Corps and revise delineation map, if necessary.

4.2.5 Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)

Francis Heritage as subconsultant to Sycamore Environmental will prepare a Historic Property Survey Report (HPSR) and Archaeological Survey Report (ASR) pursuant to Caltrans standards. The reports will be based on the final signed APE map (WBA 165.20.25.05) to identify archaeological resources in the study area that are eligible or potentially eligible for listing. The study area is located in an area that may have been attractive to prehistoric inhabitants based on its proximity to the waterway. The area is probably within the historic territory of the Valley Yokuts. If present, bedrock or boulders in the stream channel or on the creek terrace may have been utilized for milling foods. There are no known village locations in the vicinity. This task includes the following items: 4.2.3 Deliverable:

Biological Assessment

4.2.4 Deliverable:

Wetlands Study Report

4.2.5 Deliverable:

- Archaeological Survey Report (ASR)
- Historic Property Survey Report (HPSR)

Records & Literature Search (WBS 165.20.05.15): Francis Heritage and their historic subconsultant, Foothill Resources, Ltd. will do a formal records search and conduct an investigation into previously published materials relating to the history and prehistory of the project area.

Native American Consultation (WBS 164. 20.05.10): Francis Heritage will coordinate with Caltrans on Native American consultation, prepare and send a Sacred Lands File search to the Native American Heritage Commission (NAHC), and prepare letters to those groups and individuals whose contact information is provided by the NAHC. Francis will send all necessary correspondence and follow-up as needed.

Field Surveys (WBS 164. 20.05.20): Francis Heritage will conduct a field survey of the APE. Cultural resources will be recorded on DPR 523 forms, as appropriate, measured and photographed. If an archaeological deposit is encountered in the APE, a preliminary assessment of site deposit would be made through surface inspection.

4.2.6 Air Quality & Greenhouse Gas Analysis

Sycamore Environmental will conduct an air quality impact and greenhouse gas (GHG) evaluation to satisfy the CEQA requirements and follow the San Joaquin Valley Air Pollution Control District CEQA guidelines. Bridge replacement is typically exempt from federal Air Quality conformity requirements under NEPA. The air quality and greenhouse gas analysis evaluate the threshold of significance for project construction and operational impacts. The San Joaquin Valley Air Pollution Control District Guide for Assessing and Mitigating Air quality Impacts will be utilized for conducting the appropriate air quality analysis. We will model potential GHG emissions associated with construction and operation of the proposed project using the California Emissions Estimator Model (CalEEMod) software and use the Sacramento Metropolitan AQMD Road Model for quantifying emissions from construction.

4.2.7 Visual Checklist Technical Memorandum

Sycamore Environmental will prepare a Visual Checklist memo to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. The memo will be prepared consistent with FHWA, Caltrans and Caltrans Local Assistance Guidelines. We do not anticipate that an Abbreviated VIA, which is prepared by a Landscape Architect, is required.

4.2.8 Farmland Impact Memo and Form AD 1006

Sycamore Environmental will prepare a Farmland Impact Memo and Form AD 1006. Potential impacts to farmlands will be addressed in the Farmland Impact Memo in accordance with the Caltrans Environmental Handbook Volume 4 (Community Impact Assessment (1997)). As part of the farmland impact assessment, Form AD 1006, which assess farmland impacts, must be completed in coordination with the Natural Resources Conservation Service (NRCS).

4.2.9 Additional Cultural Resource Studies (Optional)

If there is an archaeological or architectural resource within the APE, additional documents may be required. These optional tasks consist of the following:

Historic Resource Evaluation Report (HRER; 165.20.20.10/15): The project may require the preparation of a HRER. The existing bridge, No.38C-0009, was built in 1920 and is rated as a category 5 bridge (not eligible to the National Register of Historic Places). We do not

4.2.6 Deliverable:

 Air Quality and Greenhouse Gas Analysis

4.2.7 Deliverable:

4.2.8 Deliverable:

- Community and Farmland Impact Technical Memo
- Form AD 1006/CPA-106

4.2.9 Deliverable:

- Historic Resource Evaluation Report
- Extended Phase I
- FOE/ESA Action Plan

Visual Memorandum

anticipate a re-evaluation. Other historic resources could be present and may necessitate evaluation. Foothill Resources, subconsultant to Francis, would prepare the HRER pursuant to Caltrans standards.

Extended Phase I (XPI; WBS 165.20.10): If prehistoric resources are within the APE, an Extended Phase I to test for the presence of a prehistoric deposit may be necessary. Caltrans procedures for an Extended Phase I (XPI) include preparation of the XPI Proposal/Work Plan, fieldwork, reimbursable expenses, minimal artifact analysis, GIS and graphics preparation, and report of findings. Native American consultation and participation is part of the evaluation.

Finding of Effect (FOE; 165.20.25.20)[§] When historic resources (eligible properties) are within the APE, Caltrans proposes to SHPO a Finding of Effect and submits to SHPO documentation supporting the proposed finding. Francis would prepare a FOE and an Environmentally Sensitive Area Action Plan (ESA) if appropriate in accordance with Caltrans standards.

4.2.10 Water Quality Assessment Memorandum

WRECO will provide the existing physical and regulatory environmental information for water quality, and identify the design criteria applicable to the Project to comply with the County's standards, post-construction best management practices (BMPs) requirements, and other water quality requirements. WRECO will also review the applicable water quality regulatory requirements for the Project site.

4.3 NEPA/CEQA Documentation

Caltrans prepares its NEPA document, which is expected to be a NEPA Categorical Exclusion. Sycamore Environmental coordinate with Caltrans for NEPA CE documentation, including wetlands only practicable findings, flood plains only practicable findings, and other findings, as applicable.

The technical studies and agency coordination that satisfy NEPA also support CEQA. An Initial Study/Mitigated Negative Declaration (ISMND) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will prepare the ISMND using the County's format. This task is complete when the Board of Supervisors adopts the CEQA document. This task includes the printing, circulating and mailing the CEQA document. The County will prepare the Staff Report and agendize the ISMND.

Draft Environmental Document: Sycamore Environmental will prepare an administrative CEQA draft ISMND using the County's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Circulate Braft Environmental Document and Select Preferred Project Alternative: Sycamore Environmental will circulate the Draft IS for public comment. Sycamore Environmental will prepare and publish the "Notice of Intent to Adopt." Responses will be prepared if any comments are received during the circulation.

Prepare and Approve Final Environmental Document: Sycamore Environmental will prepare the "Notice of Determination" and Mitigation Monitoring Plan. The County files the NOD with the County Clerk.

4.2.10 Deliverable:

 Draft and Final Water Quality Assessment Memo

4.3 Deliverable:

- Initial Study Checklist with associated impacts and mitigation measures (County Draft, Public Circulation Draft, Final with response to comments)
- Notice of Intent to Adopt a Mitigated Negative Declaration
- Mitigation Monitoring Plan
- Responses and comments for Staff Report

4.4 Permits

4.4.1 Permit Applications and Environmental Commitments Record The environmental permit applications are prepared after CEQA and NEPA are approved. Sycamore Environmental will prepare the applications for the 404, 401 and 1602 permits. Conceptual mitigation included in the NES, BA, and CEQA Environmental Document will support the permit applications. The County will be responsible for submittal of the permit applications and payment of any associated fees. Sycamore Environmental will coordinate as necessary with the agencies to obtain the permits on the County's behalf. Potential permit requirements include the following:

- U.S. Army Corps of Engineers Section 404 Permit
- Regional Water Quality Control Board Section 401 Water Quality Certification
- California Department of Fish and Wildlife 1602 Streambed Alteration Agreement

4.4.2 Caltrans District 10 Work Plan and Environmental Commitments Record

Sycamore Environmental will prepare and maintain the Caltrans District 10 Local Assistance Work Plan and Tracking Sheet and respond to County and Caltrans questions regarding the work plan. The work plan lists the project tasks, milestones, and responsible parties for completing various project task components.

Sycamore Environmental will compile and maintain the Environmental Commitments Record for the biological and cultural phases of the Project. The Environmental Commitments Record includes the avoidance, minimization measures, permit conditions, and mitigation requirements.

Task 5: Public Outreach

Parsons Brinckerhoff will implement a public outreach program designed to:

- assist the project team in presenting the project to the property owners,
- build community awareness, and
- promote communication and understanding between decision-makers, property owners, residents, and other stakeholders.

5.1 Identification of Stakeholders

In the table included on page 4 of this proposal, we have already identified the property owner stakeholders immediately adjacent to the project site. The PB team will also work with the County to identify any larger geographic area of interest and develop a communication strategy for distributing project information and meeting notification/s.

CommentSense^{*}, Parsons Brinckerhoff's proprietary, web-based software tool designed to facilitate the capture, storage and management of stakeholder/customer comments will be used. CommentSense^{*} includes functionality to submit, read, respond to, annotate, approve, and track comment data through a standard web browser. We will also maintain a CEQA-compliant stakeholder database for noticing. Additional stakeholders with potential interest and included in the stakeholder database will be:

- Stanislaus County Board of Supervisors
- Stanislaus Council of Governments

4.4 Deliverable:

- Caltrans District 10 Work
 Plan
- Environmental Commitments Record

5.1 Deliverable:

 List of stakeholders, including contact information

- City Council members
 - o Waterford
 - o Modesto
 - o Oakdale
 - o Turlock
 - o Hughson
 - o Ceres
 - o Riverbank
- Caltrans District 10
- School districts
- · Groups representing businesses and agriculture
- Civic, community, and environmental groups
- Emergency responders
- Utility providers

5.2 Public Hearing and Public Meeting (Optional)

The PB team will conduct one public hearing to educate the communities about the bridge's significance, the facts necessitating its replacement facilitate and soliciting communities' input and support of the environmental determination. We will coordinate the meeting's logistics including facility use, meeting notices, agendas and minutes and public comment documentation. We also will conduct up to one other public project meeting as needed to coordinate with key community constituents at critical decision points. A detailed report of the notification process, public hearing, and results, including comments and recommendations for administrative and public review, will be prepared.

5.3 Notifications and Outreach (Optional)

Due to the remote and rural location of this project site, roadway closures will have a significant impact on travel routes and distances for travelers served by this creek crossing. Providing accurate and timely information about construction closures will be especially important during the harvest season. The PB team will research and propose electronic messaging services such as nixle.com, broadcast text messaging services and opt-in robo-calling for the adjacent property owners and other interested travelers. Prior approval of the County Public Information Officer (through the County's project manager) will be obtained for broadcast communication and messaging.

5.4 Individual Stakeholder Meetings

PB will arrange for, facilitate, and prepare a report for up to two 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.

Task 6: Right-of-Way (ROW)

BRI will work with the design team to make recommendations that may minimize ROW expenditures or avoid long-lead time acquisition issues. BRI's goal will be to work with the engineering teams to highlight property owners' issues during the design phase to minimize the need to redesign the project during the appraisal or acquisition process. Early incorporation of the needs of the property owners will lead to a more predictable outcome of the acquisition negotiations. When the project alternative is determined, BRI will produce a cost estimate for the acquisition of the permanent and temporary ROW necessary for the project.

5.2 Deliverable:

- 1 Public hearing (Optional)
- 1 Public project meeting (Optional)
- Design and distribute up to 2 meeting notices and agendas (optional)
- Produce meeting minutes for up to 2 public meetings (optional)

6.0 Deliverable:

- Documentation of outcomes
- Right of way data sheet for up to two parcels for up to two alternatives

The Right of Way Estimating lead and Manager for this contract is Mike Lahodny, a Right-of-Way specialist. Prior to joining BRI, Mike worked for the California Department of Transportation (Caltrans) for 35 years in the Right-of-Way Division and served as the Caltrans Assistant Right-of-Way Chief for North and Central Regions, overseeing Right-of-Way delivery for Districts 1, 2, 3, 9 and 10.

6.1 Rights of Entry

The BRI team has extensive experience securing rights of entry from property owners to enable access to properties for appraisal inspections as well as environmental assessments, field visits, and surveying. Prior to contacting the property owner, BRI will review the Right of Entry materials with the County staff. Once the materials are provided to the property owners, the BRI team will follow up with the property owner via phone and if needed, in person, to acquire the signed right of entry form. BRI will forward any special requests from the property owner, such as please notify owner 24 hours prior to accessing the property, to the team members who will need to visit the property.

6.2 Appraisals

In additional to being a Right of Way specialist, Mike Lahodny is also a California Certified General Real Estate Appraiser. He will perform the appraisal for each of the two parcels with assistance from the BRI appraisal team. All BRI appraisers meet the standards outlined in the Caltrans Right of Way Manual Chapter 17, Section 17.06.02.01. BRI will prepare appraisal reports for the County of Stanislaus stating the highest and best use and fair market value of the rights to be acquired. The appraisal reports 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. BRI will only assign certified general appraisers to this task.

The highest and best use, both vacant and improved, will be fully analyzed with special attention given to such issues as interim improvements, potential change in zoning/general plan, and/or non-conforming uses. When appraising a partial acquisition, the report will contain an opinion of the fair market value of the "larger parcel." When valuing the larger parcel, project influence on market value cannot be considered. The contributory value is allocated to land and improvements, as necessary; then to the partial acquisition; and finally to the remainder as part of the larger parcel. The remainder, as a separate distinct parcel, is then value before considering, and then after considering, benefits. One or more approaches to value may be used as appropriate when valuing the larger parcel and the remainder as a separate parcel. The remainder valuations are used to estimate severance damages and benefits that accrue to the remainder.

The partial acquisition appraisal methodology is as follows:

- Value the undivided fee interest of the larger parcel (entire ownership before proposed acquisition) including land, improvements and property rights.
- Value the partial acquisition allocating the contributory value of the land and improvements that are being acquired.
- Value of the remainder, considering the contributory value of land and improvements to the larger parcel.
- Value the remainder (as a separate and distinct parcel) after the acquisition and before

6.1 Deliverable:

 Right of Entry for up to two parcels

6.2 Deliverable:

 Appraisal Report and/or Waiver Valuation for each parcel, for up to 2 appraisal documents consideration of benefits.

 Value the remainder (as a separate and distinct parcel) after the acquisition, considering benefits.

In the event the major improvements are located on the remainder and not subject to potential severance damages, the appraiser may elect not to value these improvements.

If the valuation of the parcel the permanent and temporary construction easement is less than \$10,000 and if the property owner is a willing participant, a Waiver Valuation may be produced instead of the appraisal for the acquisition. A Waiver Valuation does not contain the complete analysis that is contained in an appraisal report and thus cannot be used for eminent domain purposes.

BRI typically bills a lump sum fee for appraisal services. However, any support for domain litigation including expert witness analysis, testimony, and other activities related to trial proceedings will be billed hourly.

6.3 Appraisal Reviews

If the value of the parcel is to exceed \$10,000 a separate review appraiser will be engaged. If necessary that this review appraiser is not an employee of BRI, BRI will contract with Sierra West Valuations, Inc. to perform the review. The appraisal review will be a written technical review report, referred to as the Review Appraisal Report (RAR) that complies with the Uniform Standards of Professional Appraisal Practice (USPAP), Standard 3.

6.4 Acquisition and Escrow Services

During the last three years, BRI has completed ten projects in the Caltrans Central Region for local agencies that included full and partial acquisitions of residential, commercial and agricultural properties. BRI proposes to develop all necessary contracts, conveyance documents and escrow instructions necessary to make offers based on the County of Stanislaus' process. BRI will prepare the offer letter based on the "Just Compensation" value determined by the County staff. BRI will meet with the owners and convey documents until acceptance or impasse is reached.

Steps within the acquisition process are outlined below and will be tailored to the County's need for services:

- 1. Review the project concept and design with staff and other consultants.
- 2. Review appraisals, title reports, maps and descriptions of the required parcels.
- Conduct field review of the project area.
- Prepare right-of-way contracts and other acquisition documents.
- 5. 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.
- 6. The acquisition task assumes a settlement by the third contact either in person or by telephone. A recommendation to client will be made after impasse has been reached. To reach impasse, the acquisition agent will:
 - A. Go through the acquisition steps outlined above; plus
 - B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
 - C. Spend up to eight hours working on the parcel acquisition.

6.3 Deliverable:

Appraisal Review Certificates (up to 2)

6.4 Deliverable:

 Acquisitions from up to 2 parcels for temporary and permanent easements D. Respond to property owner inquiries verbally and in writing within two business days.

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

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.

1. Owner refuses to counter. (Impasse)

- 2. Owner makes counter proposal.
 - a. Client accepts counter. (Close)
 - b. Client rejects counter. (Impasse)
 - c. Client makes new offer.
 - 1. Owner accepts new offer. (Close)
 - 2. Owner does not accept new offer. (Impasse)
- Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction or deliver a memorandum explaining impasse.
- 8. Prepare a final report, including transfer of all pertinent correspondence and files to client.

BRI will develop and maintain the escrow schedule, deliver documents and checks to escrow companies, review all documents for submission to escrow companies, review title and escrow documents, and apply extensive acquisition experience so that the project acquires good title and property rights necessary for the completion of the project. BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. BRI will work with all parties to encourage acquisition within 30 days of the establishment of just compensation. BRI's acquisition agents will maintain a parcel diary to document all interactions with property owners and their tenants.

6.5 Right of Way Certification

Upon completion of the acquisitions from the two parcels, BRI will draft the Right of Way Certification for Caltrans approval.

Task 7: Final Design

Development of the project documents shall be in accordance with the latest edition of the Caltrans *Project Development Procedures Manual*, the *Highway Design Manual*, and the American Association of State Highway and Transportation Officials (AASHTO) and Caltrans bridge design manuals, criteria and specifications. The design shall be prepared using English units and drafted in accordance with County standards.

7.1 30% Design & Constructability Review

7.1.1 Bridge

Parsons Brinckerhoff will develop advanced planning studies (APS) for up to two alternatives for the project to document scope and cost of the bridge work. The APS will consist of one plan sheet for each alternative showing the basic structure layout, details and cost estimate in accordance with the Caltrans Memorandum to Designer's Manual. The alternatives will be coordinated with the preliminary roadway design to confirm that feasible alternatives that address project issues and constraints are identified. Prior to APS submittal, a constructability review of the project will be conducted by our construction services staff. On approval of the preferred alternative by the County, Parsons Brinckerhoff shall develop a draft General Plan for the preferred alternative. The draft General Plan as well as the supporting documentation for the selection of the alternative will be compiled into a draft Type Selection Report that conforms with Caltrans Memorandum to Designer's Manual. The draft Type Selection Report will be submitted to the County and

6.5 Deliverable:

Right of Way Certification

- 7.1.1 Deliverable:
- APS
- Type Selection Report with General Plan

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Caltrans along with a request for a Type Selection Meeting. The Hydrology/Hydraulics Report and the Preliminary Foundation Report (PFR) will be included with the submittal of the draft Type Selection Report.

If requested, Parsons Brinckerhoff will present the bridge alternatives along with preferred alternative to the County and Caltrans at a Type Selection Meeting. Based on the comments and decisions made at the Type Selection Meeting, Parsons Brinckerhoff will finalize the General Plan and the Type Selection Memorandum.

7.1.2 Roadway

Parsons Brinckerhoff will develop plans to 30% County standards for the project. The plan sheets will include:

- Title sheet including an index of sheets, legend and abbreviations, the project description, location map, begin/end work, begin/end construction, and limits of work.
- Typical section sheets including original ground, traveled way, shoulders, cut/fill slopes, existing/proposed ROW and existing/recommended structural sections.
- Plan/profile sheets including the preliminary geometric data required to construct the project. Horizontal callouts will include a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features such as metal beam guard rail, asphalt dike, and fences. Existing and proposed right-of-way and preliminary drainage concepts will also be identified. The profile will include original ground, profile grade information and super-elevation data (if applicable).

Parsons Brinckerhoff will prepare and submit the plan set to the County for review. On receipt of the County's comments, Parsons Brinckerhoff will address the comments.

7.1.3 Engineer's Estimate

Parsons Brinckerhoff will prepare an engineer's estimate of construction costs, based on approximated quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to bid quantities that may vary during construction to allow for any necessary design adjustments. The estimate will be prepared according to the standard Caltrans estimating system format. Quantities for contract items, including cost of lump sum items, will be substantiated by calculations. Quantity calculations shall be neat and orderly and will show sketches, diagrams and dimensions necessary to allow them to be independently used by field engineers.

7.2 Utility Coordination

NorthStar shall identify utilities that could potentially conflict with the planned project and determine special requirements for facilities including protection, relocation, ROW, easements and construction. Parsons Brinckerhoff will initiate the utility coordination process by conducting the activities outlined in the following subsections.

7.2.1 Utility "A" Package

To verify the existence and location of existing utilities in the project area, Parsons Brinckerhoff will send a Utility A Package to utility companies serving the project area. The Utility "A" Package will consist of the following materials:

- Vicinity map capturing the boundaries of potential construction work
- County-approved letter requesting as-built or record information of the location, size and depth (if applicable) of each utility company's facilities within the study boundaries.
- Information regarding prior rights and planned utility construction that might affect the project also will be requested.

Based on the information collected, Parsons Brinckerhoff will prepare a utility base map for use in identifying utility conflicts with the proposed improvements.

7.1.2 Deliverable:

30% Roadway Plans

- 7.1.3 Deliverable:
- Engineer's Estimate

7.2.2 Utility "B" Package

When project design is 60% complete, Parsons Brinckerhoff will prepare and send out the Utility "B" Package to utility companies with identified existing or proposed utilities. The Utility "B" Package will consist of the following materials:

- A vicinity map capturing the boundaries of potential construction work.
- 60% plans showing the proposed project and the utility facilities location and conflicts.

A letter on County letterhead requesting that each utility owner verify the location of the utilities

- Identify potential conflicts.
- Request owner liability.
- Information regarding the project status, possible delays, advertising date and construction schedule will also be provided.
- Initial relocation notices following Caltrans latest procedures outlined in Section 14 of the LAPM.

7.2.3 Report of Investigations (ROIs), Utility Agreements (UAs), and Authorizations

Parsons Brinckerhoff will prepare ROIs for affected utilities with UAs, utility plan and cost breakdown for review and approval by the Caltrans District 10 Utility Coordinator. This approval would include FHWA approval of UAs and/or FHWA Specific Authorization to Relocate Utilities.

7.2.4 Utility "C" Package

When project design is complete, Parsons Brinckerhoff will prepare and send out the Utility "C" Package to <u>utility companies requiring relocation</u>. The Utility "C" Package will consist of the following materials:

- Final plans showing the proposed project and existing and proposed utility facilities.
- A letter on County letterhead outlining in writing any changes made since the providing the Utility "B" Package including the changes related to the engineering design, bid date, construction schedule, and foreseeable delay.
- Notice to Owner (NTO) following Caltrans latest procedures outlined in LAPM Chapter 14.
- Utility Certification form.

Parsons Brinckerhoff will also provide the necessary information to process the Request for Authorization for Utility Relocation.

7.3 Final Plans, Specifications &Estimate (PS&E)

Parsons Brinckerhoff will prepare roadway and bridge plans, specifications, and estimates in accordance with County and Caltrans standards at 60%, 90% and final design stages.

Plans List: the final plans will include, but not be limited to, the following sheet types:

- Title and Location Map
- Typical Section and Construction Detail
- Layout
- Plan/Profile Sheets
- Construction Area Signs
- Roadway Cross Sections
- Bridge General Plan
- Bridge Typical Section
- Deck Contours and Camber Plans

7.2.2 Deliverables:

Utility "B" Package

7.2.3 Deliverables:

ROIs, UAs and Authorizations

7.2.4 Deliverables:

- Utility "C" Packages
- Utility Certification Form

STANISLAUS COUNTY Crabtree Road over Dry Creek Bridge Replacement Project All-Inclusive Bridge Engineering Services Page \$19

- Abutment Plans and Details
- Deck Reinforcement (Top and Bottom Mats)
- Bridge Railing
- Log of Test Borings

The roadway plans will be prepared in AutoCAD Civil3D in accordance with the Caltrans *Plan Preparation Manual*. Detailing of bridge plans will be in accordance with the Caltrans *Bridge Design Details Manual*. Both the design and detailing will be based on the use of the Caltrans 2010 Standard Plans. Project plans will be prepared in AutoCAD version 2012.

Engineer's Estimate: Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The roadway and bridge quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge and road quantity calculations. Bridge quantity estimators must agree within tolerances prescribed in Caltrans Bridge Design Aids Manual, Chapter 11. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the Consultant's project histories, recent County projects, and Caltrans databases, reflecting the location of the project and the quantity of each item. The estimate will be segregated into two categories: roadway and bridge. Non-participating costs, if any, will also be segregated.

Specifications: Prior to the 90% PS&E submittal, the plans will be reviewed and an updated Bid Items list will be produced. The technical specifications will then be compiled using the Bid Items list to collect and edit the Caltrans 2010 Standard Special Provisions (SSPs). The basis of the contract construction specifications shall be the Caltrans 2010 SSPs. Required environmental commitments and mitigation measures and permitting requirements from the environmental permits will be included in the specifications. Parsons Brinckerhoff will assemble the final project technical specifications ready for reproduction in the contract documents.

7.3.1 60% Plans

Parsons Brinckerhoff will prepare the 60% plans, which will include the applicable sheets from the Plan List. Review comments on 30% submittal will be addressed and necessary design revisions incorporated into the development of the 60% plans.

7.3.2 Independent Design Check

Upon completion of the 60% plans submittal, Parsons Brinckerhoff will perform an independent design check of the bridge and roadway plans, including constructability. The independent check of the bridge plans will be in conformance with standard Caltrans bridge design procedures. The independent check of the roadway plans will check the twelve geometric controlling criteria with a primary importance for safety in the selection of AASHTO design standards as designated by FHWA with the addition of driveway sight distance. A plan set will be marked up and discrepancies resolved prior the 90% PS&E submittal.

7.3.3 90% PS&E

Parsons Brinckerhoff will prepare the 90% PS&E submittal. Review comments on the 60% submittal, PS&E Environmental Review Form, and PS&E Construction Risk Review form will be addressed and necessary design revisions incorporated into the development of the 90% PS&E.

7.3.4 Final PS&E

Parsons Brinckerhoff shall prepare the Final PS&E for advertising, as well as hard copy and electronic files of spreadsheets used to create the estimates. Review comments on the 90%

7.3.1 Deliverables:

- 60% Plans (11x17)
- 60% Unedited Specifications (Word Format)
- Engineer's estimate
 - Responses to 30% comments

7.3.2 Deliverables:

Independent design check

7.3.3 Deliverables:

- 90% Plans (11x17)
 90% Specifications and engineer's estimate
- Responses to 60% comments

7.3.4 Deliverables:

- Final Plans (full-size set to County, one bound copy stamped and signed)
- Special Provisions (three hard copies, one electronic copy on CD)
- Final signed and stamped Engineer's Estimate (three copies, one electronic copy on CD)
- 90% PS&E Response to Comments
- Final Cost Estimate and Checked Quantity Calculations (three copies)
- Final Design Calculations (three copies)

submittal will be addressed and necessary design revisions incorporated into the development of the Final PS&E.

Task 8: Bidding and Construction Support

8.1 Bidding Support

h

Parsons Brinckerhoff will provide assistance to the County during the bidding phases, including attending a pre-bid meeting and responding to bid inquires during the advertisement phase.

8.2 Design Support during Construction

Parsons Brinckerhoff will provide assistance to the County up to approved budget during construction, including attending a preconstruction conference, responding to request for information (RFI), review of required contractor submittals/ shop drawings, and review of contractor-submitted change orders up to the designated budget.

8.3 Record Drawings

Once construction is complete, Parsons Brinckerhoff will modify the final plans to show final location and layout of the bridge based on the marked-up plans provided to us by the Resident Engineer. The as-built record drawings will reflect change orders,

accommodations, and adjustments to improvements constructed based on red-lines provided by the Resident Engineer.

8.1 & 8.2 Deliverable:

- Attend pre-bid meeting
- Response to bid inquires
- Attend preconstruction meeting
- Respond to RFI
- Shop drawing and submittal reviews

8.3 Deliverable:

 Final as-built plans (full-size set)



EXHIBIT C CONSULTANT'S FEE SCHEDULE

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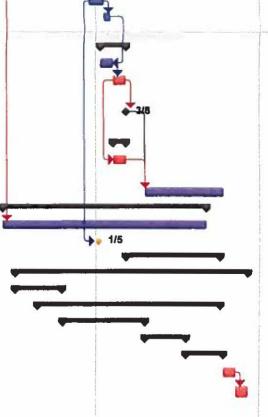
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EXHIBIT D PROJECT SCHEDULE

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Stanislaus County Crabtree Road at Dry Creek Bridge Replacement Project Schedule

		Bridge I	Replace	nent Projec	t Schedule	B		
D	Task	Task Name	Duration	Start	Finish	2015	2016	S N
1		Consultant Selection/Negotiations	4 wks	Fri 1/9/15	Thu 2/5/15	J M M J S N	J_M_M_J_	<u></u> N
2		Board Contract Approval	2 wks	Fri 2/6/15	Thu 2/19/15	*		
3		NTP	1 day	Fri 2/20/15	Fri 2/20/15			
4	1	Project Management	95 wks	Fri 2/20/15	Thu 12/15/16		and state to be the	
5	Phase I	Strategy Report	15 wks	Mon 2/23/15	Fri 6/5/15			
6		Review Existing Data & Develop Design	2 wks	Mon 2/23/15	Fri 3/6/15			
		Criteria & Basis of Design Memo				L		
7		Develop Project Alternatives	3 wks	Mon 3/9/15	Fri 3/27/15			
8		Draft Advance Planning Study (APS)	3 wks	Mon 3/16/15	Fri 4/3/15			
9		Draft Strategy Report	1 wk	Mon 4/6/15	Fri 4/10/15			
10		County review	2 wks	Mon 4/13/15	Fri 4/24/15			
11		Final Strategy Report	2 wks	Mon 4/27/15	Fri 5/8/15			
12		County/Caltrans Review and Approval	4 wks	Mon 5/11/15	Fri 6/5/15		-	
13	Phase II	Preliminary Engineering and Environmental Documentation	85.2 wks	Mon 2/23/15	Mon 10/10/16			
14			1 wk	Mon 2/23/15	Fri 2/27/15	+		
15	-	Survey Control Topographical Survey and Base Mapping	1 wk	Mon 3/2/15	Fri 3/6/15			
16		Preliminary Engineering & ED	40.2 wks	Mon 6/8/15	Mon 3/14/16			
7	1	Finalize APS	4 wks	Mon 6/8/15	Fri 7/3/15			
8		Geotechnical Investigation, Draft & Final	37 wks	Tue 6/30/15	Mon 3/14/16			
		Reports	den onerenen					
22		Hydraulic Studies	14 wks	Tue 6/30/15	Mon 10/5/15			
28	1	Environmental Review	43.4 wks	Mon 5/11/15	Tue 3/8/16			
9		Preliminary Environmental Study (PES)	7.2 wks	Mon 5/11/15	Mon 6/29/15			
		form			10			
34		Technical Studies	25.6 wks	Fri 5/15/15	Tue 11/10/15			
5		Initial Site Assessment (ISA)	12.2 wks	Tue 6/30/15	Tue 9/22/15			
6		Record Search	4 wks	Tue 6/30/15	Mon 7/27/15			
7		Draft ISA	1 wk	Tue 7/28/15	Mon 8/3/15			
8	1	QC	1 day	Tue 8/4/15	Tue 8/4/15			
9		County & Caltrans Review Draft ISA	4 wks	Wed 8/5/15	Tue 9/1/15		1	
0		Devisions // services/	a	Mad Olour	Tue 0/0/4 5			
1		Revisions (if required)	1 wk	Wed 9/2/15 Wed 9/9/15	Tue 9/8/15 Tue 9/22/15			
2	-	Caltrans Approval of ISA ASR and HPSR	2 wks 13 wks	Tue 6/30/15	Mon 9/28/15			
3		Archaeology Review	4 wks	Tue 6/30/15	Mon 7/27/15			
4		Historic Review	4 wks	Tue 6/30/15	Mon 7/27/15			
5	1	Finalize ASR & Draft HPSR	1 wk	Tue 7/28/15	Mon 8/3/15			
6		QC	1 wk	Tue 8/4/15	Mon 8/10/15			
7		County & Caltrans Review Draft ASR	4 wks	Tue 8/11/15	Mon 9/7/15			
		& HPSR						
8		Revisions (if required)	1 wk	Tue 9/8/15	Mon 9/14/15	Š		
9		Caltrans Approval of ASR & HPSR	2 wks	Tue 9/15/15	Mon 9/28/15			
50		Water Quality Assessment	4 wks	Tue 6/30/15	Mon 7/27/15			
		Memorandum					1	
51		NES	15.4 wks	Fri 5/15/15	Mon 8/31/15	and the second se	2	
52		Biological & Botanical Survey	1 day	Fri 5/15/15	Fri 5/15/15			
3		2nd Biological & Botanical Survey	1 day	Mon 7/20/15	Mon 7/20/15		×	
4	-	Draft NES	4 wks	Tue 6/30/15	Mon 7/27/15			
5	-	QC	1 wk	Tue 7/28/15	Mon 8/3/15			
6 7	-	County & Caltrans Review	4 wks	Tue 8/4/15	Mon 8/31/15			
8		Biological Assessments (BA)	19.2 wks	Tue 6/30/15	Tue 11/10/15			
9		Draft Biological Assessments (BA)	4 wks	Tue 6/30/15	Mon 7/27/15			
0	-	County & Caltrans Review Informal Consultation with NMFS	4 wks	Wed 9/2/15	Tue 9/29/15 Tue 11/10/15			
1		Wetlands Delineation Report	6 wks 4 wks	Wed 9/30/15 Tue 6/30/15	Mon 7/27/15			
2		Farmland Technical Memorandum	4 wks 2 wks	Tue 6/30/15	Mon 7/13/15			
3		Air Quality Analysis & Noise Study	2 wks 4 wks	Tue 6/30/15	Mon 7/27/15			
		Memorandum	- 41/2					
4		Visual Impact Assessment Checklist	2 wks	Tue 6/30/15	Mon 7/13/15	0	×:	
5		CEQA IS and NEPA CE	21 wks	Wed 10/14/15	Tue 3/8/16			
B		CEQA IS	15.8 wks	Wed 10/14/15	Mon 2/1/16			
7		Admin Draft Initial Study (IS)	4 wks	Wed 10/14/15	Tue 11/10/15		a na share	
8		County Review	1 wk	Wed 11/11/15	Tue 11/17/15			
9		Final Draft Initial Study	2 wks	Wed 11/18/15	Tue 12/1/15			
0		County Approval to Distribute	1 wk	Wed 12/2/15	Tue 12/8/15		1	
1		Public Circulation	23 days	Thu 12/17/15	Mon 1/18/16			
2		Response to Comments on draft IS	2 wks	Tue 1/19/16	Mon 2/1/16		5	
			Class of Bank			100 000 000 000 000 000 000 000 000 000		
3	-	Final IS/MND	8.2 wks	Tue 1/12/16	Tue 3/8/16			
4		Prepare Final IS/MND	4 wks	Tue 1/12/16	Mon 2/8/16			
5		County Review of Final IS/MND & Schedule Reard Meeting	4 wks	Tue 2/9/16	Mon 3/7/16			
3	-	Schedule Board Meeting	1	P	The Alexan		210	
-		County Board Certification of IS/MND	1 day	Tue 3/8/16	Tue 3/8/16		●_ 3(8	
e.		NEPA CE	4 wks	Tue 2/9/16	Mon 3/7/16			
5		Caltrans to prepare & certify NEPA CE	4 wks	Tue 2/9/16	Mon 3/7/16 Mon 3/7/16			
24		Salitans to prepare a certily NEPA CE	+ WKS	1 116 2/3/10	1011 3//110			
1		Project Permitting	25 wks	Tue 4/10/16	Mon 10/10/16		*	
)		Public Outreach & Stakeholder Coordination	65 wks	Mon 6/8/15	Fri 9/2/16			-
		Stakeholder Coordination	65 wks	Mon 6/8/15	Fri 9/2/16			
2		Public Outreach Meeting (Optional)	1 day	Tue 1/5/16	Tue 1/5/16		• 1/5	
1		Right of Way	30 wks	Tue 3/8/16	Mon 10/3/16			
5	1	Final Design	74.2 wks	Mon 7/6/15	Mon 12/5/16		-	
5	1	30% Plans	15 wks	Mon 7/6/15	Fri 10/16/15			•
3		Utility Coordination	58.2 wks	Mon 8/24/15	Mon 10/3/16		.	-
3		60% Plans	26.2 wks	Mon 10/19/15	Mon 4/18/16	1		2
6	1	90% Plans, Specifications and Estimate	13 wks	Tue 4/19/16	Mon 7/18/16			
2		100% Plans, Specifications and Estimate	12 wks	Tue 7/19/16			-	
		Utility and Right of Way Certification	4 wks	Tue 10/11/16	Mon 11/7/16			Ch
17	1		and the second se			1	t:	-
7 8		Caltrans Authorization to Proceed to	4 wks	Tue 11/8/16	Mon 12/5/16			



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STANISLAUS COUNTY Addendum to Professional Design Services Agreement for Public Works Projects Receiving Federal Aid

Consultant:	Parsons Brinckerhoff
Project:	Crabtree Road over Dry Creek Bridge Replacement Project
Contract No.:	9470
Federal Aid No.	BRLO-5938(227)
State Bridge No.	38C-0009
Award Date:	June 2, 2015
Board Resolution No.:	2015-247

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

1. PERFORMANCE PERIOD

- A. This agreement shall go into effect on June 2, 2015, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on December 5, 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.

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. 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.

9. 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.

10. 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.

11. 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.

12. 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; or any employee of any state or federal 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.

13. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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.

14. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

15. 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.

16. SALARY ESCALATION

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

17. 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.

18. 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 subconcontractors must be approved in writing by the COUNTY.

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

COUNTY OF STANISLAUS

By:

Matt Machado, Director Department of Public Works

PARSON BRINCKERHOFF

By:

Cheryl Creson, PE Vice President, Principal-in-Charge

APPROVED AS TO FORM: John P. Doering County Counsel

By: Thomas E. Boze

Deputy County Counsel