

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

DEPT: Public Works *mbal*

BOARD AGENDA # *C-2

Urgent Routine

AGENDA DATE August 11, 2015

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan and Associates of Modesto, California, for the Pleasant Valley Road over South San Joaquin Irrigation District Bridge Replacement Project in Stanislaus County

STAFF RECOMMENDATIONS:

1. Approval to Award a contract for All-Inclusive Bridge Engineering Services to Drake Haglan and Associates of Modesto, California, in the amount of \$532,295 for the Pleasant Valley Road over South San Joaquin Irrigation District Bridge Replacement Project, Federal Project Number: BRL0Z-5938 (156).
2. Authorize the Director of Public Works to execute a contract with Drake Haglan and Associates in the amount of \$532,295 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.

FISCAL IMPACT:

At this time, \$532,295 is needed to fund the all-inclusive bridge engineering services contract. An Authorization to Proceed has been secured from Caltrans for the Preliminary Engineering phase of the project in the amount of \$270,000. These funds are from the Highway Bridge Program (HBP) with Toll Credits and are not sufficient to fund 100% of the design phase. Therefore, additional funds are currently being requested via the Local Assistance Program Guidelines Exhibit 6-D (Scope/Cost/Schedule Change Request) to fulfill the contract obligations with Drake Haglan and Associates and to cover County incurred expenses during the design phase of the project. (Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-373

On motion of Supervisor Chiesa, Seconded by Supervisor DeMartini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: 
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan and Associates of Modesto, California, for the Pleasant Valley Road over South San Joaquin Irrigation District Bridge Replacement Project in Stanislaus County

FISCAL IMPACT (CONTINUED):

In the event the additional funding is not realized, the remainder of the project will be funded with existing road funds. Funding is available in the Fiscal Year 2015-2016 Public Works Road Projects budget.

DISCUSSION:

The Pleasant Valley Road Bridge over South San Joaquin Irrigation District was built in 1964. The current structure allows for two twelve foot travel lanes with four foot shoulders on either side. The sufficiency rating of this bridge is 40.8, on a scale of 100 based on Caltrans' bridge inspection report dated January 16, 2013. Additionally, the bridge is deemed "Structurally Deficient" due to the overall degradation of the superstructure timber framing supporting the deck. Based on the sufficiency rating and a "Structurally Deficient" tag the bridge is eligible for replacement utilizing HBP funds.

The Pleasant Valley Road Bridge is located in a rural residential area in the northeastern part of Stanislaus County approximately 5 miles east of the town of Escalon. Pleasant Valley Road at this location is classified as a rural street.

This phase of the bridge replacement project consists of design and environmental approval. The County solicited proposals to consultants for the Pleasant Valley Road over South San Joaquin Irrigation District Bridge Replacement project on March 3, 2015.

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.

On April 10 2015, 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

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sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal. Below is a list of consulting firms that submitted proposals:

- Drake Haglan and Associates
- Dokken Engineering
- MGE Engineering, Inc
- Hatch Mott MacDonald
- Wood Rodgers
- 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	Drake Haglan and Associates
2	Dokken
3	Wood Rodgers
4	Mark Thomas and Company
5	Hatch Mott MacDonald
6	MGE Engineering, Inc.

Public Works staff recommends awarding a contract in the amount of \$532,295 to Drake Haglan and Associates of Modesto, California, as the most qualified consultant based on the results of the evaluation criteria.

POLICY ISSUES:

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

STAFFING IMPACT:

Public Works staff is overseeing this project.

Approval to Award a Contract for All-Inclusive Bridge Engineering Services to Drake Haglan and Associates of Modesto, California, for the Pleasant Valley Road over South San Joaquin Irrigation District Bridge Replacement Project in Stanislaus County

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

SC:sj

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ATTACHMENTS AVAILABLE
FROM YOUR CLERK

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES AGREEMENT**

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

WHEREAS, County, by its Resolution No. 2015-373 adopted on the 11th day of August, 2015, awarded to Consultant the following Contract:

Pleasant Valley Road Bridge over South San Joaquin Irrigation District Replacement Project
Contract No. 9469
Federal Aid Project No. BRLO-5938(226)
State Bridge No. 38C0154

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

2.0 COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Five Hundred Thirty-Two Thousand Two Hundred Ninety-Five Dollars (\$532,295). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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

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

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

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

3.0 TIME OF PERFORMANCE

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

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

4.0 TERM OF CONTRACT AND TERMINATION

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

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

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

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

written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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

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

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

6.0 INDEMNIFICATION

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

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

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

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

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

7.0 GENERAL PROVISIONS

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

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

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

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

- a. Project Manager: Mike Pugh, PE, SE
- b. Lead/Manager: n/a

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

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

If to County:
Stanislaus County Public Works
Attn: Sam Chrun, PE
1716 Morgan Road
Modesto, CA 95358

If to Consultant:
Drake Haglan and Associates
Attn: Mike Pugh, PE, SE
11060 White Rock Road, Ste. 200
Rancho Cordova, CA 95670

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

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

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

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

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

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

7.13. **Reuse of Design Documents:** Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County

releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

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

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

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

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

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

7.19. **Construction:** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties

and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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


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

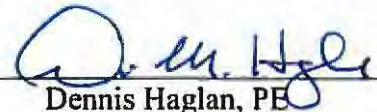
(SIGNATURES ON NEXT PAGE)

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

COUNTY OF STANISLAUS

DRAKE HAGLAN & ASSOCIATES

By: 
Matt Machado, Director
Department of Public Works

By: 
Dennis Haglan, PE
President/Principal in Charge

APPROVED AS TO FORM:

John P. Doering
County Counsel


By: 
Thomas E. Boze
Assistant County Counsel

EXHIBIT A
COUNTY'S REQUEST FOR PROPOSAL



DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS
Director, County Surveyor

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

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

David Leamon, PE
Deputy Director - Development/Traffic

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

www.stancounty.com/publicworks

STANISLAUS COUNTY
DEPARTMENT OF PUBLIC WORKS

**REQUEST FOR PROPOSALS FOR
THE PLEASANT VALLEY ROAD BRIDGE
OVER SOUTH SAN JOAQUIN IRRIGATION DISTRICT
REPLACEMENT PROJECT
ALL – INCLUSIVE ENGINEERING SERVICES**

Federal Project No.: BRLO-5938(226)
State Bridge No.: 38C0154

Invitation Date: March 3, 2015
Questions Deadline: 5:00 PM, March 27, 2015
Last Addendum: 5:00 PM, April 3, 2015
Proposal Due Date: 5:00 PM, April 10, 2015

Stanislaus County Department of Public Works is soliciting a Request for Proposal (RFP) for All Inclusive Engineering Services for the Pleasant Valley Road Bridge over South San Joaquin Irrigation District Replacement Project located in Stanislaus County.

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7. Exhibit 10-B – Suggested Consultant Evaluation Sheet	A7
8. Exhibit 10-K – Consultant Certification of Contract Cost and Financial Management System	A8
9. Exhibit 10-F – Certification of Consultant, Commissions and Fees	A9
10. Project Vicinity and Location Map	A10
11. Caltrans Bridge Report	A11
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Project Description

The Pleasant Valley Road Bridge over South San Joaquin Irrigation District (SSJID) was built in 1964 and the structure consists of a steel corrugated deck over timber stringers on reinforced (RC) pier walls and RC seat abutments supported by spread footings. The bridge is located 0.3 Miles East of Victory Road.

The bridge has a low Inventory and Operating Rating thus requires posting the structure for legal loads. No permit load is allowed on the bridge. The low capacity stems from broken Stringer 14 that was recently repaired in Span 1. Additionally, AC potholes were repaired on the deck in Span 4 near Abutment 5. Currently there is no posting of legal loads.

Deck and Roadway

- The AC deck has transverse cracks of 0.25 inch wide spaced at 4 feet on the center.

Superstructure

- The left exterior Stringer 1 in Span 1 near Pier 2 has a 0.15 inch wide horizontal split at the top half, approximately 6.5 feet long.
- The rest of the timber stringers have areas of dampness with white efflorescence, but shows no signs of distress.

Substructure

- There is a minor rock pocket on the pier nose at the upstream (left) side of Piers 3 and 4, approximately at mid-height.

The Pleasant Valley Road Bridge over SSJID Replacement project is needed to improve public safety. The bridge is deemed Structurally Deficient (SD) with a Sufficiency Rating (SR) of 40.8 and is eligible to receive Federal Highway Bridge Program (HBP) funding. Additional deficiencies may exist and be discovered as a result of additional studies or investigation performed by the winning consultant.

Scope of Work

The estimated schedule for the project is as follows:

Project Advertisement and Environmental Document: March 2015 – January 2016

Plans, Specifications, and Estimate:

- i. 30% : November 2015
- ii. 60% : February 2016
- iii. 90% : May 2016
- iv. 100%: August 2016

Right of Way: January 2016 – April 2016

Bidding and Award Contract: October 2016

Construction: December 2016

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

- Demolish existing bridge and construct new bridge on existing alignment 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 6 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:

- 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 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

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 100-year flood) and other floods of significance to design of the preferred bridge. Identify the minimum required conveyance capacity and the effects of the preferred bridge on risk of flood damage to structures. Determine hydraulic characteristics necessary for estimating potential scour. Prepare figures showing flood profiles and stage-discharge curves as appropriate.
- **Final Report:** Prepare final report with appropriate recommendations and provide two copies to the County for review.

RIGHT OF WAY SERVICES

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. 11 x 17 sheets are acceptable and will be counted as 1 page but shall contain appropriate content such as roadway exhibits, site constraint maps, bridge alternative drawings, planning study drawings, general plan drawings, etc. Any attachments/appendixes (such as Detail Scope of Services, Project Schedule) will not be counted as part of the 20-page proposal limit. A digital copy of the proposal, in PDF format, shall be included with the original proposal.

The 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:

- The agency has established a DBE goal for this contract of 12%.
- 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.

*open
sealed
bid*

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 April 10, 2015 to:

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

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

The successful firm shall be required to enter into a Professional Design Services Agreement with Stanislaus County for the work to be performed. A sample Professional Design Services Agreement is included with this Request for Proposal. The consultant shall state in the submitted proposal that the firm has reviewed the Sample Professional Design Services Agreement, will meet all of the terms and conditions if selected by the County for the requested services, and be able to sign 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 www.modestoplanroom.com. Please contact Modesto Reprographics at (209) 544-2400 for assistance using the website if needed. All questions regarding the RFP must be submitted **in writing**. Questions shall be submitted to Sambath Chrun at chrns@stancounty.com. Addendums, if necessary, will be posted on the Modesto Reprographics website.

Attachment A1

Sample Fee Proposal

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

Total cost for listed resources in \$

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

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

Attachment A2

Exhibit 10-I

Notice to Proposers DBE Information

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

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

OR

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

1. TERMS AS USED IN THIS DOCUMENT

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

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF DBE INFORMATION

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

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

4. DBE PARTICIPATION GENERAL INFORMATION

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

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

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

5. RESOURCES

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

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

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

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

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

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

Attachment A3

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.

- 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)**

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

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

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

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

INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT**Consultant Section***The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-I *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

Exhibit 10-O2

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

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

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

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

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

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts of the LAPM*).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

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

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

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

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

Attachment A6

Sample Design Services Agreement and Addendum to Professional Design Services

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

STANISLAUS COUNTY PROFESSIONAL DESIGN SERVICES AGREEMENT

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

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

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

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

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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

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

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

2.0 COMPENSATION AND BILLING

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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

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

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

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

3.0 TIME OF PERFORMANCE

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

completion may be grounds for termination of this Agreement.

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

4.0 TERM OF CONTRACT AND TERMINATION

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

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

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

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

5.0 INSURANCE REQUIREMENTS

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

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

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

- (a) Liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and

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

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

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

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

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

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

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

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

6.0 INDEMNIFICATION

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

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set

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

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

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

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

7.0 GENERAL PROVISIONS

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

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

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

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

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

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

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

If to County:
[Insert Contact & Address]

If to Consultant:
[Insert Contact & Address]

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

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

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

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

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

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

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

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County

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may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

(SIGNATURES ON THE NEXT PAGE)

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

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

COUNTY OF STANISLAUS

[Insert Name]

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: _____

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT A

COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT B

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT C

CONSULTANTS FEE SCHEDULE

SAMPLE AGREEMENT FOR PROJECTS UNDER \$500,000

EXHIBIT D

PROJECT SCHEDULE

SAMPLE ADDENDUM

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

Consultant:

Project:

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

1. CONFIDENTIALITY OF DATA

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

2. CONFLICT OF INTEREST

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

SAMPLE ADDENDUM

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

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

3. COST PRINCIPLES

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

4. COST PROPOSAL

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

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

5. DEBARMENT AND SUSPENSION CERTIFICATION

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

6. EQUIPMENT PURCHASE

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

SAMPLE ADDENDUM

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

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

7. FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only, if sufficient funds are made available to the COUNTY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. The COUNTY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

8. INSPECTION OF WORK

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

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

9. NONDISCRIMINATION

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

SAMPLE ADDENDUM

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

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

10. PERFORMANCE PERIOD

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

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

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

SAMPLE ADDENDUM

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

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

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

13. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

14. RETENTION OF RECORDS/AUDIT

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

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

15. SALARY ESCALATION

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

16. STATE PREVAILING WAGE RATES

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

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

SAMPLE ADDENDUM

17. SUBCONTRACTING

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

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

COUNTY OF STANISLAUS

[INSERT COMPANY NAME]

By: _____
Matt Machado, Director
Department of Public Works

By: _____

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____

By: _____
Thomas E. Boze
Deputy County Counsel

(END OF ADDENDUM)

Attachment A7

Exhibit 10-B

Suggested Consultant Evaluation Sheet

EXHIBIT 10-B SUGGESTED CONSULTANT EVALUATION SHEET

SUGGESTED EVALUATION 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	

*Notes:

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

Distribution: Local Agency Project Files

Attachment A8

Exhibit 10-K

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

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: _____ * for fiscal period _____ (mm/dd/yyyy to mm/dd/yyyy)

*Fiscal period covered for Indirect Cost Rate developed (not the contract period).

Local Government: _____

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:

Consultant Certification of Contract Costs and Financial Management System

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

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

Subconsultants (if applicable)

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

Prime Consultants (if applicable)

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

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

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

Consultant Certifying (Print Name and Title):

Name: _____

Title: _____

Consultant Certification Signature **: _____

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

Consultant Contact Information:

Email: _____

Phone number: _____

****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 USC 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

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)

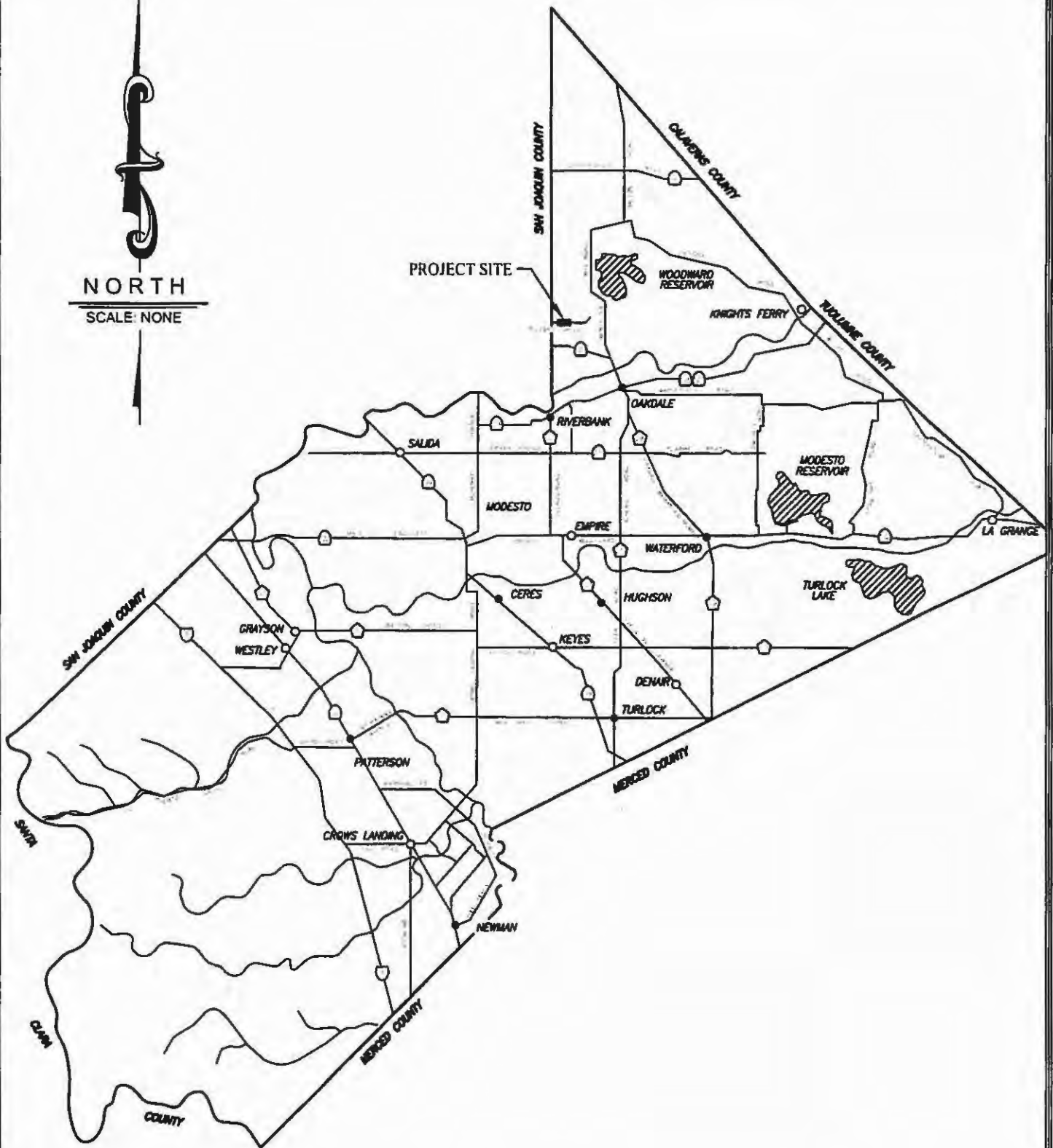
Attachment A10

Project Vicinity Map and Location Map



NORTH

SCALE NONE



STANISLAUS COUNTY

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

PROJECT VICINITY MAP
PLEASANT VALLEY ROAD OVER SSJID
BRIDGE PROJECT
STATE BRIDGE NO.: 38C0154



FILE: L:\BRIDGES\9469 - PLEASANT VALLEY OVER SOUTH SAN JOAQUIN MAIN CANAL\DESIGN\DWG\EXHIBITS\PROJECT LOCATION_MAP.DWG
PLOT DATE: March 2, 2015



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

PROJECT LOCATION MAP
PLEASANT VALLEY ROAD OVER SSJID
BRIDGE PROJECT
STATE BRIDGE NO.: 38C0154

Attachment A11

Caltrans Bridge Report



DEPARTMENT OF TRANSPORTATION
Structure Maintenance & Investigations

Bridge Number : 38C0154
Facility Carried: PLEASANT VALLEY RD
Location : 0.3 MI E OF VICTORY
City :
Inspection Date : 03/05/2013

Bridge Inspection Report

Inspection Type

Routine FC Underwater Special Other

Follow Up

STRUCTURE NAME: SOUTH SAN JOAQUIN MAIN CANAL

CONSTRUCTION INFORMATION

Year Built : 1964 Skew (degrees): 44
Year Widened: N/A No. of Joints : 0
Length (m) : 25.6 No. of Hinges : 0

Structure Description: Steel corrugated decking on timber stringers (31) on RC pier walls and RC wall abutments. All on spread footings. Timber sill on top of all piers and also at both abutments.

Span Configuration : 4 @ 6.1 m

LOAD CAPACITY AND RATINGS

Design Live Load: UNKNOWN
Inventory Rating: RF=0.60 =>19.4 metric tons Calculation Method: ALLOWABLE STRESS
Operating Rating: RF=0.88 =>28.5 metric tons Calculation Method: ALLOWABLE STRESS
Permit Rating : 00000
Posting Load : Type 3: Legal Type 3S2: Legal Type 3-3: Legal

DESCRIPTION ON STRUCTURE

Deck X-Section: 0.1 m br, 9.9 m, 0.1 m br
Total Width: 10.1 m Net Width: 9.9 m No. of Lanes: 2 Speed: 35 mph
Min. Vertical Clearance: Unimpaired

Rail Code: 0000

Rail Type	Location	Length (ft)	Rail Modifications
Timber	Right/Left	167	
Rail			

DESCRIPTION UNDER STRUCTURE

Channel Description: Earth channel - Trapezoidal.
Upstream at left.

INSPECTION COMMENTARY

WORK DONE

A field verification done on 03/05/2013 confirmed an emergency repair was done on the broken Stringer 14. See attached photos #9 and 10.

The AC potholes on the deck in Span 4 near Abutment 5 were also repaired. See attached photos #3 and 4.

ACCESS

At the time of this investigation, both the end spans were dry. There was 12 IN of water under Spans 3 and 4. A follow-up inspection of the damaged stringer under Span 1 was performed.

SAFE LOAD CAPACITY

INSPECTION COMMENTARY

The load capacity was revised for this structure on 03/28/2013, using the Allowable Stress method. The Inventory and Operating ratings were revised from 10.0 to 19.4 (RF = 0.60) and 15.8 to 28.5 (RF = 0.98) metric tonnes, respectively. The Permit rating also changed from XXXXX (RF = 0.42) to OOOOO (RF = 0.76). Refer to the attached Structure Rating Summary Sheet dated 03/28/2013.

EXISTING POSTING

None

RECOMMENDED POSTING

Rescind the recommended posting from 01/16/2013 report.

MISCELLANEOUS

The roadway, elevation and underside photos were taken at this time and are included in this bridge inspection report. See attached photos #1, 2 and 5 through 8.

Team Leader : Ronnie H. Le *Ronnie H. Le*

Report Author : Ronnie H. Le

Inspected By : RH.Le/AG.Groess

AG Groess 4/4/13

Armin G. Groess (Registered Civil Engineer) (Date)



SOUTH SAN JOAQUIN MAIN CANAL

0.3 MI E OF VICTORY

03/05/2013 [AAAJ]

38C0154

100 - PHOTO-Routine-Roadway View



Photo No. 1

Deck view, looking east

101 - PHOTO-Routine-Elevation View



Photo No. 2

Right elevation

SOUTH SAN JOAQUIN MAIN CANAL

0.3 MI E OF VICTORY

03/05/2013 [AAAJ]

38C0154

106 - PHOTO-Deck-Repairs



Photo No. 3

AC deck near Abutment 1

106 - PHOTO-Deck-Repairs



Photo No. 4

AC deck near Abutment 5

SOUTH SAN JOAQUIN MAIN CANAL

0.3 MI E OF VICTORY

03/05/2013 [AAAJ]

38C0154

135 - PHOTO-Routine-Underside



**Photo No. 5
Underside of Span 1**

135 - PHOTO-Routine-Underside



**Photo No. 6
Underside of Span 2**

SOUTH SAN JOAQUIN MAIN CANAL

0.3 MI E OF VICTORY

03/05/2013 [AAAJ]

38C0154

135 - PHOTO-Routine-Underside



**Photo No. 7
Underside of Span 3**

135 - PHOTO-Routine-Underside



**Photo No. 8
Underside of Span 4**

SOUTH SAN JOAQUIN MAIN CANAL

0.3 MI E OF VICTORY

03/05/2013 [AAAJ]

38C0154

111 - PHOTO-Super-Repairs



Photo No. 9

Span 1, Stringer 14 repaired. Looking toward Abutment 1

111 - PHOTO-Super-Repairs

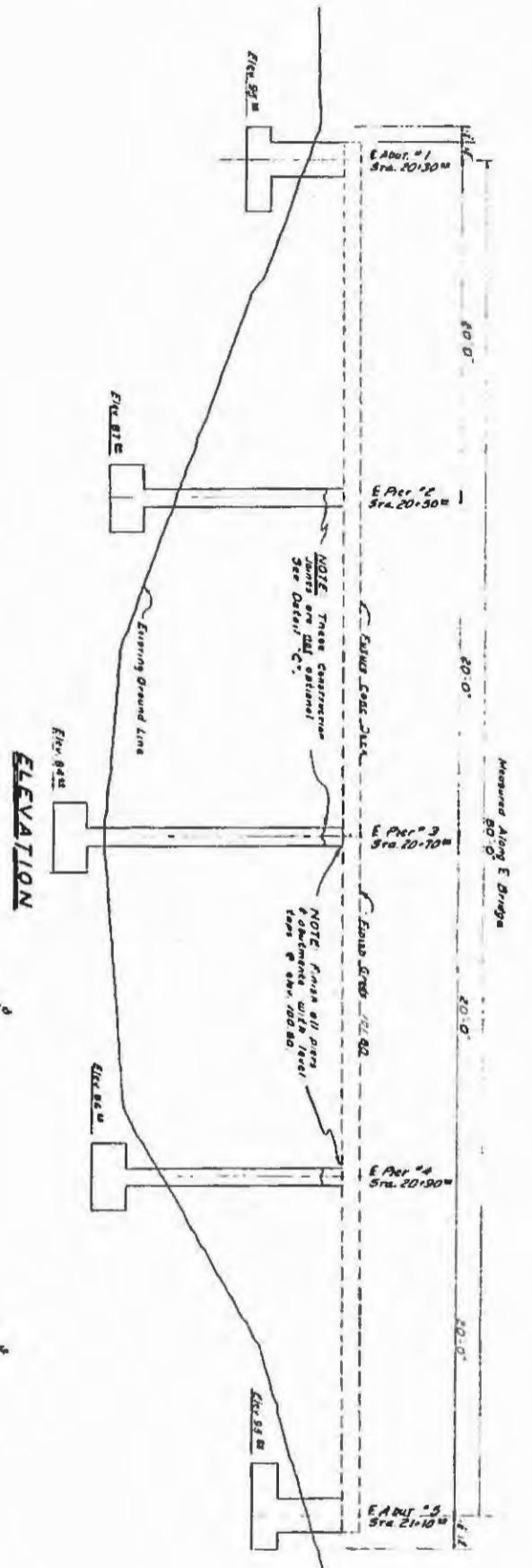


Photo No. 10

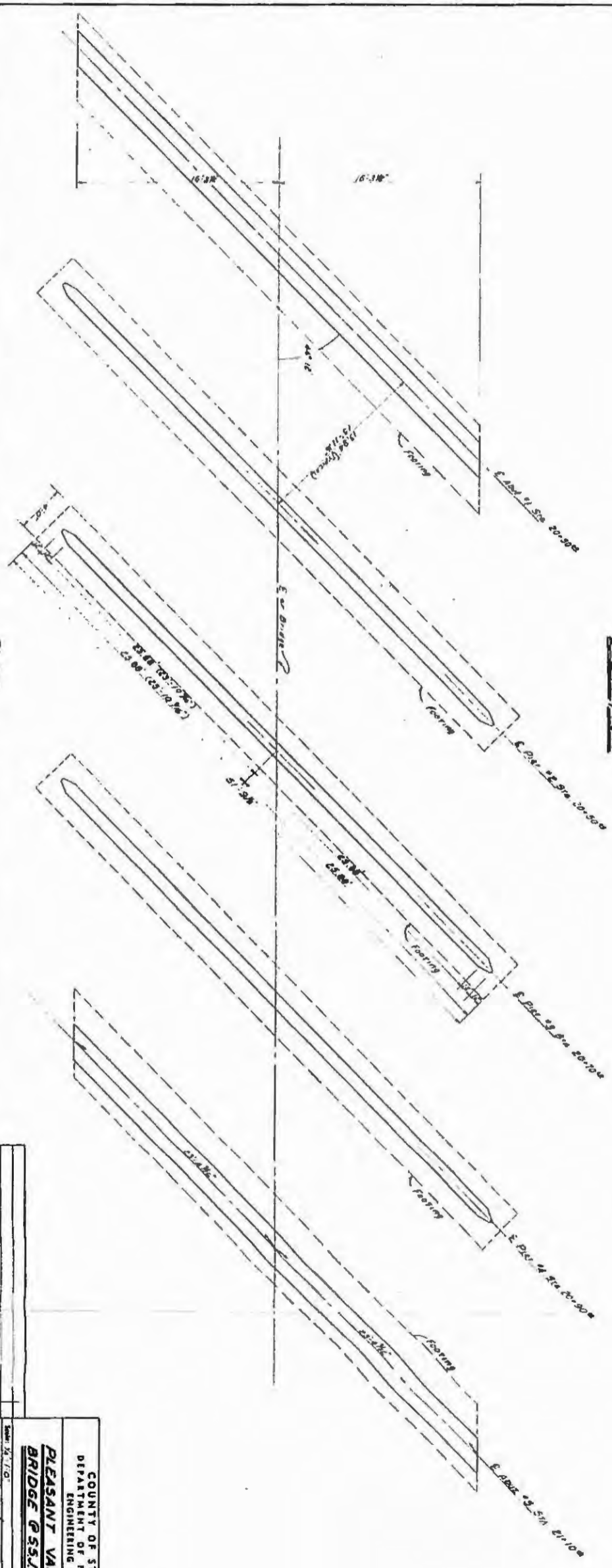
Span 1, Stringer 14 repaired. Looking toward Pier 2

Attachment A12

Existing Project Documents (As Applicable)

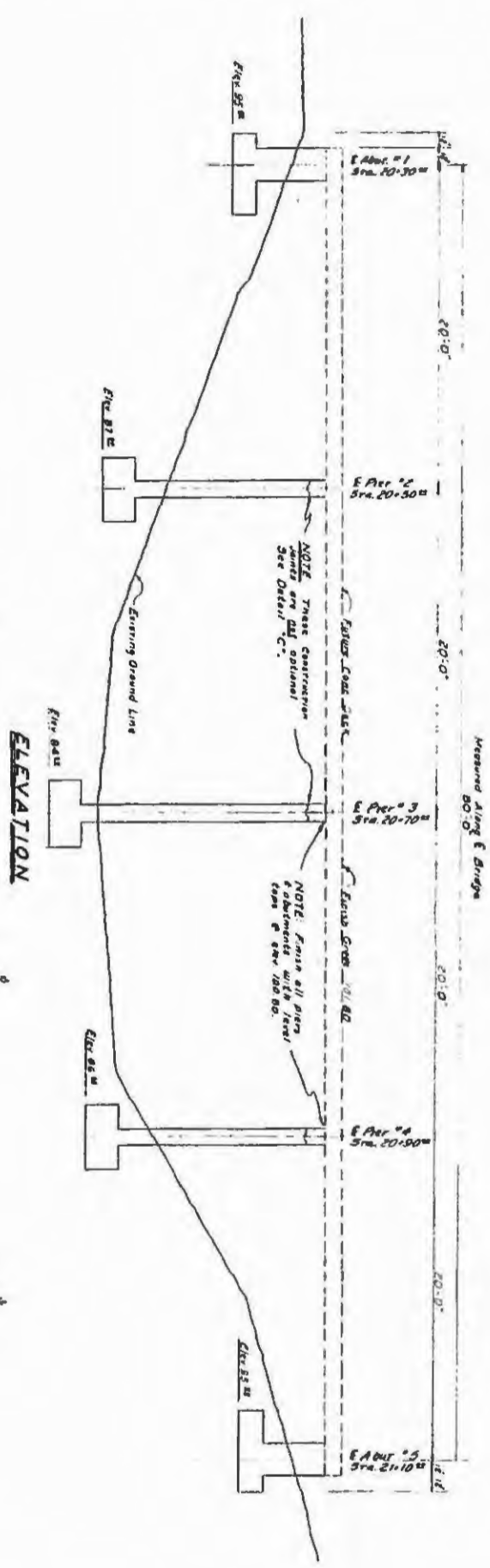


Blue Mass Located on NW corner of water trough 140 North 850 East of intersection of Pleasant Valley E Drains Road. Assumed Elevation 100.00.

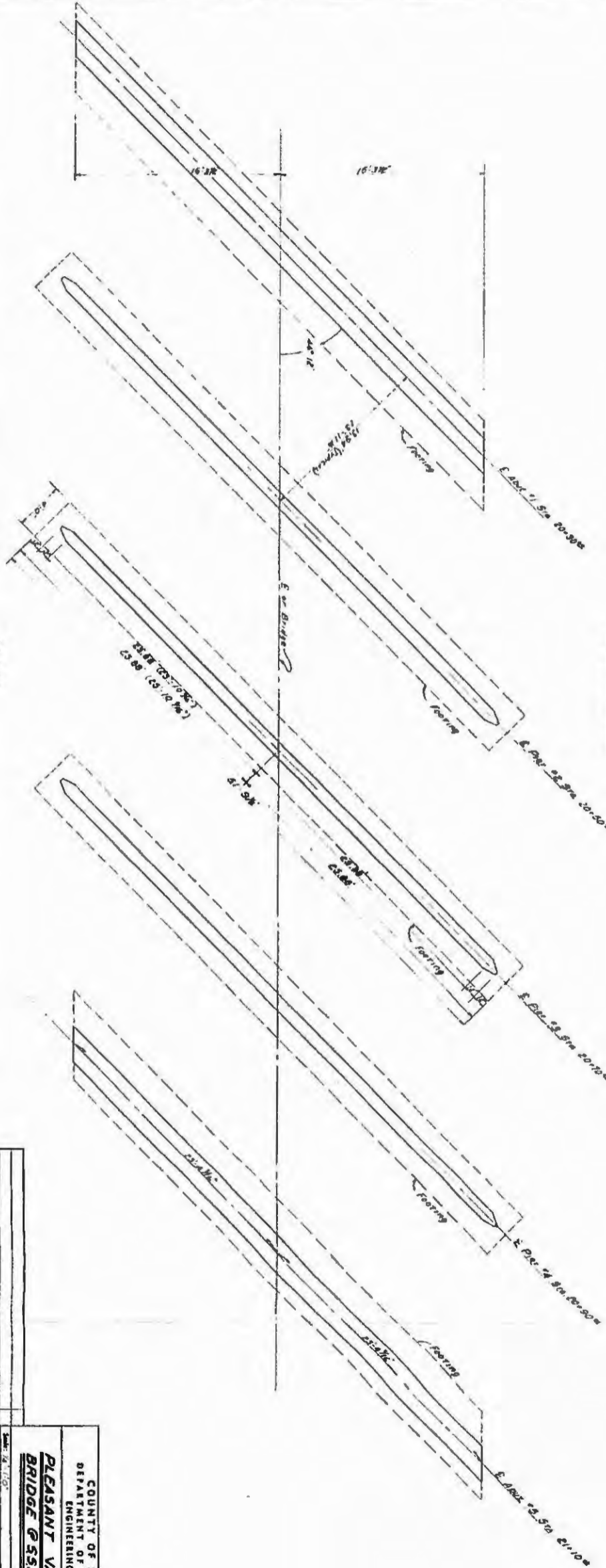


COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	
PLEASANT VALLEY RD BRIDGE & SLOID CANAL	
Scale: 1/4" = 1'-0"	Date: 1/10/10
Drawn by: [Signature]	Checked by: [Signature]
Designed by: [Signature]	Reviewed by: [Signature]

Stanislaus Co. R. H. [Signature] 5/6 Pleasant Valley Rd



These notes based on N.T. North
 from of intersection of
 Pleasant Valley & Pioneer Roads.
 Assumed Elevation 100.00.



PLAN

COUNTY OF STANISLAUS	
DEPARTMENT OF PUBLIC WORKS	
ENGINEERING DIVISION	
PLEASANT VALLEY RD.	
BRIDGE # 55110 CANAL	
Scale: 1/4" = 1'-0"	Date: 10/1/57
Drawn by: J. J. J. J.	Checked by: J. J. J. J.
Designed by: J. J. J. J.	Reviewed by: J. J. J. J.

Stanislaus Co. R. W. J. J. J. J. PLEASANT VALLEY RD.

**EXHIBIT B
CONSULTANT'S RESPONSE**

April 10, 2015

Mr. Sam Chrun, PE | Project Manager
Stanislaus County | Department of Public Works
1716 Morgan Road
Modesto, CA 95358

Subject: Proposal to Provide All-Inclusive Bridge Engineering Services for the Pleasant Valley Road Bridge over South San Joaquin Irrigation District Replacement Project

Dear Mr. Chrun,

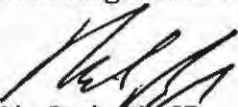
Per the 2015 "Stanislaus County Department of Public Works Highway Bridge Priority Projects" document, the Pleasant Valley Road Bridge is identified as one of the higher priority bridges in the County that is in need of replacement. To move forward with its replacement, the bridge has been programmed through the Federal Highway Bridge Program (HBP) with a scheduled Preliminary Engineering (PE) date of FY 2015/2016. Stanislaus County now requires an experienced consultant team of managers, engineers, environmental scientists, right of way specialists, and Caltrans Local Assistance project experts to move this project from conceptual design forward into construction.

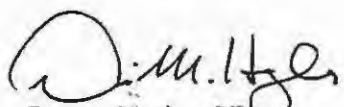
Drake Haglan and Associates' (DHA) team offers this type of comprehensive HBP project team with the experience and resources needed to ensure the successful and smooth completion of your project. As you review our proposal you will see that our team has a qualified and unique background that will provide the County with the expertise needed to successfully deliver your project. We offer the following:

- **A Collaborative, Proactive Management Style:** At its core, true collaboration is a learning experience for all parties involved. As evidenced in our Hickman Road and Gilbert Road bridge projects with Stanislaus County, we will work with you as a team, have regular communications and be available for any questions.
- **A Team of Local Assistance Project Experts:** DHA's co-founders, Craig Drake, and myself, are previous Structures Local Assistance Engineers. We have used our experience to train our staff on the requirements specified in the Caltrans Local Assistance Procedures Manual and Caltrans Local Programs Manual, which has led to the delivery of many successful HBP funded projects.
- **A Proactive Approach to Streamlining the Environmental Clearance and Permitting Process:** Our in-house environmental team has developed great working relationships with Caltrans District 10 Environmental staff through our North County Corridor Project with Stanislaus County. We will use these relationships to actively shepherd your project through the environmental clearance and permitting process.

We acknowledge receipt of Addenda #1 dated March 23, 2015, and Addenda #2 dated March 30, 2015. We have reviewed the Professional Design Services Agreement and will be able to meet all of the terms and conditions as is with no changes. The contents of our proposal will remain in effect for 60 days. We encourage you to contact our references, since they are the best measure of our success on prior projects. If you have any questions or comments, please call our proposed Project Manager, Mike Pugh, at your earliest convenience.

Sincerely
Drake Haglan and Associates, Inc.


Mike Pugh, PE, SE
Project Manager


Dennis Haglan, PE
President/Principal in Charge



Drake Haglan and Associates, Inc. (DHA) has prepared a detailed scope of services for the Pleasant Valley Road Bridge project, based in years of experience in providing management, engineering, and environmental services for HBP funded projects. Our proposed scope includes all the required tasks to successfully implement, manage, engineer, and environmentally clear your project and take it to its successful fruition. The table below provides an outline of tasks in Caltrans WBS format.

Task No.	Task Description	WBS Code
1	Project Management	
1.1	Management	100.15
1.2	Meetings	
1.3	Quality Assurance/Quality Control	100.15
1.4	Project Progress Reports	
1.5	Project Schedule	100.15
1.6	H&P Existing Document Technical Assistance	
2	Public Outreach	100.10.99
3	Final Alternatives Analysis Type Selection	
4	Geotechnical Investigation	240.80
4.1	Geotechnical Project Management Meetings	
4.2	Field Investigation and Laboratory Testing	240.80
4.3	Final Report Preparation	
5	Topographical Survey	160/185/220
5.1	Record Research	160.15
5.2	Record Calculations	185.10
5.3	Right of Way and Control Field Survey	185.10
5.4	Topographic Survey	185.10
5.5	Right of Way Mapping Services	220.15/20
6	Environmental	165/205
6.1	Environmental Project Management	165.05
6.2	Purpose and Need/Project Description	165.10
6.3	Preliminary Environmental Study	165.10
6.4	Technical Studies	165.10
6.4.1	Hazardous Waste ISA	165.10
6.4.2	Water Quality Assessment Technical Memorandum	165.10
6.4.3	Natural Environment Study (NES)	165.70
6.4.4	Biological Assessment (BA)	165.10
6.4.5	Wetland Determination	165.10
6.4.6	Area of Potential Effect Map	165.10
6.4.7	Historic Property Survey Report (HPSR), Historic Resource Evaluation Report (HRRER), Archaeological Survey Report (ASR)	165.10
6.4.8	Noise Technical Memorandum	165.10
6.4.9	Farmland Impact Assessment	165.10
6.5	Preparation of Initial Study and Mitigated Negative Declaration	165.25

Appendix D | Scope of Services



Task No.	Task Description	WBS Code
6.5.1	Prepare and Circulate Draft IS/MND	165.25
6.5.2	Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program	165.25
6.6	Regulatory Permitting	205.10
6.6.1	Nationwide Permit Verification (Clean Water Act, Section 404)	205.10
6.6.2	Water Quality Certification (Clean Water Act, Section 401)	205.10
6.6.3	Streambed Alteration Agreement (Fish and Game Code, Section 1602)	205.10
7	Approach Roadway Design	250/260
8	Utility Coordination	220.25
9	Bridge Structural Design	250/260
10	Independent Bridge Design Check	250.50
11	Hydraulics	165.10
11.1	Review Existing Hydraulic Information	165.10
11.2	Field Reconnaissance	165.10
11.3	Hydrologic Assessment	165.10
11.4	Hydraulic Analysis	165.10
11.5	Bridge Location Hydraulic Study	165.10
11.6	Scour Analysis Report	165.10
11.7	Bridge Design Hydraulic Study	165.10
12	Right-of-Way Services	225.50
12.1	Preliminary Cost Estimates/Caltrans Right of Way Data Sheets	225.50
12.2	Right of Way Appraisal and Acquisition Services	225.20
13	Plans, Specifications, and Estimate (PS&E)	230/250/260
13.1	Plans	230/250/260
13.1.1	30% Plans	230.05
13.1.2	60% Plans	240.50
13.1.3	90% Plans	240.50
13.1.4	100% Plans	250.55
13.2	Special Provisions	240.90
13.2.1	60% Special Provisions	240.90
13.2.2	90% Special Provisions	250.60
13.2.3	100% (Final) Special Provisions	250.60
13.3	Construction Cost Estimate	230.40
13.3.1	30% Estimate	230.40
13.3.2	60% Estimate	240.90
13.3.3	90% Estimate	250.60
13.3.4	100% (Final) Estimate	250.60
13.4	Final Engineering Documents Submitted in Support of PS&E	250/260
14	Bidding and Construction Support	265.55
14.1	Construction Bid Assistance	265.55
14.2	Construction Support Services	270.20

Task 1: Project Implementation (WBS 100.15)

Task 1.1: Management

DHA will perform the activities necessary to plan, direct, and coordinate the work of the design project. This work will include preparation of a project work plan, project schedule, and regular monthly project invoices that include percentage of project completion reports. In addition, as part of the project, DHA will establish and maintain a project filing system to keep records with all correspondence, communications, and submittals. Throughout the project, DHA will document communications between the various parties involved, including subconsultants.

Task 1.2: Meetings

Following the Notice to Proceed, DHA will facilitate and attend a project initiation meeting to review the schedule and other project items, and to establish communication lines with Stanislaus County and the project team. In addition, DHA will attend three additional site field-reviews, or other project meetings as required to identify, address, or resolve other project issues as they arise. The DHA Project Manager will coordinate closely with Stanislaus County to ensure critical issues are raised and resolved at the meetings. Key DHA team staff will attend these meetings as needed. For the purposes of estimating of project fees, 24 meetings have been assumed.

Task 1.3: Quality Assurance/Quality Control

Throughout the project, DHA will ensure project quality at all levels of design by incorporating our standardized Quality Assurance/Quality Control Plan for HBP funded projects. This includes developing a project work plan manual, and conducting peer reviews and an independent bridge design check. We have referenced the various steps of our Quality Assurance/Quality Control Plan throughout our proposed project scope of work.

Task 1.4: Project Progress Reports

On a monthly basis, DHA will provide letter-type progress reports to brief Stanislaus County on the project progress.

Task 1.5: Project Schedule

DHA will prepare a comprehensive project schedule and submit it to the County for review and approval. The detailed schedule will initially be based on the various work elements and tasks described in the project scope of work. The schedule will be strictly enforced and updated on a monthly basis to reflect any changes. The schedule updates will be included with the project progress reports for review by the County. DHA will develop the project schedule using Microsoft Project for Windows.

Task 1.6: HBP Funding Document Technical Assistance

Throughout the course of the project, DHA will assist Stanislaus County in the preparation of the HBP programming documents by providing technical data, draft HBP funding forms, narrative justifications, and other information needed to update the project funding documents and prepare the Request for Authorization packages for the various steps of the project: Preliminary Engineering, Utility Relocation, Right of Way, and Construction. If based on the selected preferred project strategy, revisions to the project scope, additional HBP funds, and/or an extension to the project time line is needed, DHA will also provide the necessary data and justification to Stanislaus County for the preparation of the required scope, cost, and schedule change requests.

PHASE 1: PRELIMINARY ENGINEERING

Task 2: Public Outreach (WBS 100.10.99)

DHA will be available to attend any public outreach meetings as requested by the County. DHA will also be available to assist with the preparation of public outreach materials such as exhibit boards or project fact sheets, as requested by the County.

• Deliverables:

- Exhibits Boards
- Fact Sheets



Task 3: Bridge Alternatives Analysis/Type Selection (WBS 160.15)

In Coordination with Stanislaus County, DHA will provide the necessary alternative analyses and type selection services necessary to select the most appropriate bridge replacement type and prepare the Bridge Type Selection Report. Upon completion of our analysis, we will produce and submit a report recommending the preferred bridge replacement type to Stanislaus County for your review, comment, and selection.

Conceptual roadway approach alignments will be developed as part of this effort. The vertical alignment will be adjusted to accommodate the hydraulic and freeboard requirements of the South San Joaquin Main Canal and the depth of the proposed bridge replacement structure. The Central Valley Flood Protection Board does not have jurisdiction over the canal, since the canal only purveys a controlled irrigation flow. In addition the Caltrans requirement of passing the 100-year storm event and the 50-year storm event with 2 feet of freeboard does not apply.

DHA will analyze three bridge replacement types:

- Single-span pre-cast girder
- Single-span, pre-fabricated steel truss
- Two-span, pre-cast slab

The substructure types anticipated are concrete abutment on spread footings or CIDH piles and drilled shaft piers.

DHA will weigh the advantages and disadvantages associated with each of these bridge types and features to determine the most appropriate bridge replacement type. A General Plan Sheet will be prepared to convey each alternative. The vertical profile and horizontal alignment of each bridge alternative will be based upon the alignment alternatives developed.

A narrative description and pertinent information concerning each alternative will be provided in the type selection report. A preliminary planning study cost estimate for each alternative will also be prepared.

Costs will be preliminary and will be prepared in accordance with Caltrans Standard Planning Study Cost Estimating practices.

Upon completion of our alternative analysis, DHA will prepare a Bridge Type Selection Report. This report will include a General Plan Sheet for each of the bridge replacement alternatives, as well as a preliminary layout sheets showing the proposed roadway plan and profile alternatives.

A draft version of the Bridge Type Selection Report will be submitted to the County and Caltrans for review and comment. Upon receipt of the comments of the draft report, DHA will prepare a final Bridge Type Selection Report.

• **Deliverables:**

- Draft Bridge Type Selection Report
- Final Bridge Type Selection Report

Task 4: Geotechnical Investigation (WBS 240.80)

As a subconsultant to DHA, WRECO will provide the geotechnical services required for this project. Detailed tasks related to this effort are described below:

Task 4.1: Geotechnical Project Management/ Meetings

WRECO will attend the Project kickoff meeting and attend one coordination meeting. WRECO will also participate in four PDT conference calls with Stanislaus County and the Project Team. On a monthly basis, WRECO will provide the Project Team with invoices and project progress reports.

Task 4.2: Field Investigation and Laboratory Testing

WRECO will perform the following pre-drilling work for this task:

- Visit the site and mark the proposed boring locations with white paint. WRECO will also call USA North 811/DigAlert a minimum of 72 hours prior to the start of the field investigation work to identify any potential underground conflicts.



- Pay all fees and obtain a construction/destruction (boring) permit from the County Department of Environmental Resources needed to perform borings at the project site.
- Obtain an encroachment permit to perform work within the County's right-of-way agent (at no cost to WRECO).

WRECO will drill two (2) soil borings to completion depths between 50 and 60 feet below the existing road grade. These borings will be located within the existing roadway (traffic control required) and/or adjacent to the existing bridge. The drilling work will be used to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.

Based upon a review of the published geology, as-built bridge plans, and Log of Test Boring (LOTB) from the nearby bridges, and observations made during the site visit, the site is predominantly underlain by soils of the Riverbank and Modesto Formations consisting of medium dense to dense sandy silts and silty sands with varying percentages of gravel, which generally increase in competency with depth.

WRECO staff will be on-site full-time logging the recovered soil samples as drilling progresses. The soils and rock will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual. The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be lost on-site.

Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, corrosive potential, and R-value testing. Actual testing will be determined when the soil samples are recovered during the field investigation. The descriptions of the soils encountered and rock, summary of laboratory testing, and locations of the borings will be provided

on a Log of Test Borings (LOTB) prepared in accordance with Caltrans requirements.

• **Deliverables:**

- Log of Test Boring (PDF)

Task 4.3: Foundation Report Preparation

WRECO will prepare a Bridge Foundation Report in accordance with the 2009 Caltrans Foundation Report Preparation for Bridges Manual. The Report will provide design and construction recommendations for the bridge replacement and associated road approaches. The report will include the following:

- A Project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the project.
- A summary of the identified site soils, summary of the laboratory testing results, and the LOTB.
- A discussion of the regional seismology and seismic design parameters for the proposed project site in accordance with the Caltrans 2009 ARS Online Design Tool and the Caltrans Seismic Design Criteria, Version 1.7, November 2013.
- A liquefaction evaluation of the identified site soils. Based upon the as-built soils data, the chance of liquefaction occurring at the site is low due to the very competent nature of the soils reviewed on the as-built LOTBs.
- An engineering soil profile of the project site that will be used to aid in the design of the proposed foundations.
- The results of the grain-size determination of the site soils for use in determining the predicted scour at the site based upon the proposed bridge configuration.
- Approach grading recommendations to aid in the temporary construction staging and any profile correction work.
- A slope stability analysis. This analysis will be performed for the completely saturated case when the canal is full flowing and the seismic case when the water is at the annual mean elevation.



- New flexible structural pavement section recommendations for the reconstructed roadway approaches.

At this time, it is anticipated the bridge foundations will consist of Cast-in-Drilled-Hole (CIDH) piles or shallow spread foundations founded in/on the previously identified very dense older alluvial soils.

Contract Standard Special Provision (SSP) language for inclusion in the Contract Documents will also be provided to better identify and quantify the foundation construction risk during bidding.

The Draft Bridge Foundation Report will be prepared and submitted to Stanislaus County for review and comment. Upon receipt of all review comments, WRECO will prepare the Final Bridge Foundation Report to be submitted for project approval and use in developing the final Contract Documents.

- **Deliverables:**
 - Draft Bridge Foundation Report (PDF and 5 hard copies)
 - Final Bridge Foundation Report (PDF and 5 hard copies)

Task 5: Topographical Survey (WBS 160/185/220)

As a subconsultant to DHA, North Star Engineering Group, Inc. (North Star) will perform the topographic and property boundary surveys needed for this project. DHA and North Star will work in close coordination with Stanislaus County. All Surveying and Mapping will 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.

Task 5.1: Record Research (WBS 160.05)

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

Task 5.2: Record Calculations (WBS 185.10)

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

Task 5.3: Right of Way and Control Field Survey (WBS 185.10)

North Star 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 will be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code; the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code; and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 1983 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88) and closed network bench loops will be run through the control monuments. North Star will also 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. North Star will perform calculations for the right-of-ways based on the found monumentation and lines of occupation located with the field survey.

Task 5.4: Topographic Survey (WBS 185.10)

North Star will perform a detailed field survey of the existing roadways, physical improvements, canal and access roads, structures, visible utilities, and drainage features. Cross-sections and tie-in surveys at the conform lines will ensure an accurate design and smooth transitions from existing roadway and



infrastructure features. All work and files will be based on project coordinate control in accordance with Stanislaus County requirements for the preparation of documents and maps. Topographic Field Survey will locate existing site improvements and visible utilities including, but not limited to: trees, ground shots, Pleasant Valley Road cross-sections, striping, bridge structure (limited to edge of deck, railing, centerline, abutments, and piers), headwalls and wing walls, fences, driveways, pavement elevations, mail boxes, South San Joaquin Irrigation District canal cross-sections, utilities, irrigation pipeline and structures, and other miscellaneous visible features. Cross-sections will be taken at 50-foot intervals along Pleasant Valley Road except in areas of vertical curves where cross-sections will be taken on 25-foot intervals. Pleasant Valley Road cross-sections will extend 500-feet east and west from the existing bridge. Existing canal cross-sections will be taken at each side of the existing bridge crossing with three additional cross-sections taken upstream to the Pioneer Avenue Bridge and four additional cross-sections taken downstream to the Victory Road Bridge. Canal cross-sections will include the existing liner and top of bank.

- **Deliverables:**

- Topographic and Boundary Data and Base Mapping

Task 5.5: Right of Way Mapping Services (WBS 220.15/20)

North Star will prepare a Right-of-Way Constraints Map based on identified right-of-way requirements. The Right-of-Way Constraints Map will show all existing right-of-way, easements, land dedications, and property acquisition required. It appears that a total of five properties may require right-of-way dedications and/or construction easements based on a review of the Stanislaus County Assessor's Maps.

North Star will also prepare an Easement Requirements Map based on identified easement requirements. They will set preliminary right-of-way stakes for right-of-way and easement negotiations with Property Owners.

North Star will prepare appropriate right-of-way and easement legal descriptions and exhibits for five parcels. As part of the effort, North Star will:

- Order Preliminary Title Reports for each property affected by right-of-way acquisition (five Title Reports – fees to be paid by Stanislaus County).
- Prepare legal descriptions and plats for temporary construction easements, staging areas, and disposal areas for excess soil generated by project construction.
- Specify existing and proposed rights-of-way, land dedications, and easement agreements.
- 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.
- Prepare and file a Record of Survey for any new right-of-way required and/or for any other triggers specified in the Professional Land Surveyors Act.
- Set monumentation for new right-of-way as shown on the Record of Survey.
- Prepare a final right-of-way map and legal descriptions for acquisition of all necessary parcels and easements.

- **Deliverables:**

- Plat Maps and Legal Descriptions for Right of Way takes
- Plat Maps and Legal Descriptions for Temporary Construction Easements

Task 6: Environmental (WBS 165/205)

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans requirements. Thus, the DHA environmental team will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines.

It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant



environmental impacts are determined to result from the proposed project. This scope assumes Caltrans will prepare the NEPA document (i.e., CE) based on the technical studies prepared by the DHA environmental team. If an adverse effect is identified, an Environmental Assessment (EA) may be required to satisfy NEPA.

The County will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). The DHA environmental team will prepare the environmental document based on the technical studies previously prepared for Caltrans and to meet all requirements under CEQA and local regulations.

Task 6.1: Environmental Project Management
(WBS 165.05)

This task includes project management by the DHA environmental team for a project schedule of up to two years from the Notice to Proceed. If the project schedule exceeds two years, the scope and budget may need to be modified accordingly.

The DHA Environmental Project Manager will attend a project initiation meeting to discuss the project description, schedule, issues, and impacts of the project. The DHA Environmental Project Manager will attend up to five meetings during the course of the two-year project schedule, including an early coordination meeting with regulatory agencies (USFWS, NMFS, ACOE, and CDFW). In addition, the DHA Environmental Project Manager will attend monthly conference calls during the Project, as scheduled.

Task 6.2: Purpose and Need and Project Description
(WBS 165.10)

The County is the lead agency under CEQA for all discretionary actions related to the proposed Pleasant Valley Road Bridge Replacement Project. Caltrans has project oversight linked to the project funding

with federal monies. The DHA environmental team will prepare a purpose and need statement that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory and guidance documentation for compliance with both NEPA and CEQA. In coordination with the County, the DHA environmental team will also draft a project description that complies with the Type Selection Report and will be used in the following technical studies and the CEQA clearance documentation.

Deliverables:

- DRAFT and FINAL Purpose/Need and Project Description

Task 6.3: Preliminary Environmental Study
(WBS 165.10)

The Preliminary Environmental Studies (PES) form will be used to scope the environmental work, which will be performed in the Technical Study phase. The DHA team will complete a draft of the PES form identifying the anticipated documentation necessary pursuant to NEPA and the technical documentation required to support the environmental document. The PES form will be appended by the following attachments to support the findings and conclusions of the PES form:

- Project description, purpose and need
- Project location figures
- FTIP Project listing
- Visual Assessment Checklist
- FEMA FIRM map
- USFWS Species list
- Hazardous Waste Geotracker map

The DHA team assumes that the final scope of appropriate NEPA clearance documents and technical studies will be confirmed with Caltrans District 10 staff during a field review at the project site. If necessary, the DHA team will discuss any required changes (additions or reductions) to this preliminary scope of work and prepare a final scope of work/cost estimate for County approval.



• Deliverables:

- DRAFT and FINAL PES Package

Task 6.4: Technical Studies (WBS 165.10)

The following outline of technical studies is based on the anticipated draft PES form that will be completed by the DHA environmental team.

• Deliverables:

- DRAFT and FINAL Technical Studies to County and Caltrans standards

Task 6.4.1: Hazardous Waste ISA

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

Task 6.4.2: Water Quality Assessment Technical Memorandum

The DHA environmental team will prepare a Water Quality Technical Memorandum in accordance with Caltrans guidelines and requirements. The report will evaluate potential short-term and long-term water quality impacts on the South San Joaquin Main Canal. Potential project impacts associated with construction activities, maintenance activities, and roadway runoff will be evaluated. Potential causes of erosion, and siltation, and sources of pollutants and the effects of these substances on the quality of receiving waters will be evaluated. Mitigation measures, including Best Management Practices specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for any significant water quality impacts that may occur during construction and/or operation of the new bridge structure.

Task 6.4.3: Natural Environment Study (NES)

The DHA environmental team will prepare a NES to document biological resources for the project. The DHA environmental team will prepare the NES

in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

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

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

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

Task 6.4.4: Biological Assessment (BA)

The DHA environmental team will prepare the BA in accordance to the most recent Caltrans guidance template provided in the Caltrans SER.

The BA will evaluate project effects to federally listed species and identify appropriate avoidance and minimization measures. All sensitive resources documented in the field will be provided in detailed maps to clearly illustrate species' occurrences and sensitive habitat limits. The BA will be used to conduct Section 7 consultation with the USFWS. Caltrans will initiate consultation with the USFWS.

Task 6.4.5: Wetland Delineation

A Wetland Delineation will be prepared by the DHA environmental team due to the occurrence of wetlands/water of the US within the project area.



The Wetland Delineation will include a wetland delineation/jurisdictional determination according to the Corps requirements, mapping of jurisdictional areas at the project site, impact assessment, recommendations on the significance of the impacts, and potential mitigation measures. The Wetland Delineation will be incorporated in and appended to the NES.

Task 6.4.6: Area of Potential Effect Map

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

Task 6.4.7: Historic Property Survey Report (HPSR)/Historic Resource Evaluation Report (HRER)/Archaeological Survey Report (ASR)

Using the approved APE map for the project, the DHA environmental team will carry out the following tasks:

- A records search and literature review with the Central California Information Center of the California Historical Resources Information System at California State University, Stanislaus;
- A sacred lands search with the Native American Heritage Commission;
- Archival research with local repositories, agencies, and historical societies, in accordance with the requirements of the HPSR;
- Review of available historic maps and aerial imagery; and

- A pedestrian field survey of the approved APE using National Park Service (1983) and State Historic Preservation Office (1995) protocol.

The DHA team will prepare a Caltrans formatted Historic Resource Evaluation Report (HRER) to evaluate the structural resources within the architectural APE. A preliminary review of proposed project design and data associated with the proposed project have indicated that the DHA team will need to consult with Caltrans to determine how many properties within the preliminary Architectural APE for the proposed project will require evaluation for inclusion in the National Register of Historic Places (NRHP). This scope of work assumes the NRHP evaluation of no more than six properties over 45 years in age.

The DHA team will prepare a narrative HPSR with an ASR attachment (assumed to be a negative ASR) that meets the requirements of the Caltrans Environmental Handbook.

Task 6.4.8: Noise Technical Memorandum

The DHA environmental team will prepare a Noise Technical Memorandum focusing on measures to reduce construction noise impacts on noise-sensitive receptors. The Noise Technical Memorandum will include a discussion of sensitive noise receptors near the project site, estimation of peak noise levels at the nearest receptors, and avoidance and minimization measures to reduce noise levels at these receptors.

Task 6.4.9: Farmland Impact Assessment

Based on project information provided by NCRS and the anticipated need a sliver right of way acquisition from adjacent properties, the DHA environmental team will complete the pertinent sections of the Farmland Conversion Impact Rating (Form AD 1006) and submit to the local Natural Resource Conservation Services (NRCS) office, along with copies of the proposed project and any alternatives. Upon receipt of a completed Form AD 1006 from NRCS, DHA will submit a copy to Caltrans, along with any recommendations for mitigation.



Task 6.5: Preparation of Initial Study and Mitigated Negative Declaration (WBS 165.25)

Based on our recent experience with similar bridge replacement projects, the DHA environmental team anticipates the necessary environmental clearance document will include preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and Categorical Exclusion (CE) under NEPA, with Caltrans preparing the CE once all technical studies and CEQA document are finalized.

Task 6.5.1: Prepare and Circulate Draft IS/MND

The DHA environmental team will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the County. Several technical memorandums will be prepared during this phase of the project to support the conclusions of the IS/MND. To ensure that the final product is acceptable to the County, an outline of the document will be submitted to the project team for review before document preparation begins.

After review and approval by the County, the DHA environmental team will prepare a screen check IS/MND for final approval before public circulation and review. DHA will deliver five copies of the screen check for review and approval. We are assuming a total of 30 copies of the public review IS/MND will be sent to the County for distribution.

- **Deliverables:**
 - Administrative DRAFT IS/MND
 - Screen Check DRAFT IS/MND
 - Public Circulation DRAFT IS/MND
 - NOC to file with the State Clearing House

Task 6.5.2: Prepare and Submit Final IS/MND and Mitigation Monitoring and Reporting Program

At the conclusion of the 30-day public comment period, the DHA environmental team will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting

Program (MMRP) for CEQA will be prepared as part of the final document.

After the project development team has reviewed the administrative final IS/MND and draft MMRP, the DHA environmental team will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP

- **Deliverables:**
 - Final IS/MND
 - Draft and Final MMRP
 - NOD to file with the State Clearing House

Task 6.6: Regulatory Permitting (WBS 205.10)

As the canal is an unlined channel, the proposed project may affect wetlands or other jurisdictional/navigable waters in the South San Joaquin Main Canal that may be under the jurisdiction of the ACOE, RWQCB, and/or CDFW. Impacts to jurisdictional waters may require permits from the regulatory agencies, as described below.

Task 6.6.1: Nationwide Permit Verification (Clean Water Act, Section 404)

The proposed project may result in discharge of material into waters of the U.S. In the event this occurs, the project will require authorization from the ACOE. It is likely that any discharge resulting from this project can be authorized using one or more Nationwide Permits (NWP). The DHA environmental team will prepare a Preconstruction Notification (PCN) to submit to the ACOE requesting verification that the project can be authorized using the specified NWP(s). The DHA environmental team will also submit a Preliminary Jurisdictional Delineation (as discussed above) and request concurrence by the ACOE.

Task 6.6.2: Water Quality Certification (Clean Water Act, Section 401)

A Water Quality Certification may be required from the RWQCB for the proposed project, if it will affect wetlands or other waters of the State, to certify that



the project is consistent with water quality goals and objectives. The DHA environmental team will prepare an application package for submittal to the RWQCB. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

Task 6.6.3: Streambed Alteration Agreement (Fish and Game Code, Section 1602)

The proposed project may require notification of proposed streambed alteration to the CDFW if the project will have an effect on waters in the South San Joaquin Main Canal. The DHA environmental team will prepare an application package for submittal to CDFW. A processing fee must be included with the submittal (to be provided by the County-amount to be determined).

PHASE 2: FINAL DESIGN AND PS&E

Task 7: Approach Roadway Design (WBS 250/260)

DHA will perform the roadway design in accordance with the latest version of the Caltrans Highway Design Manual, AASHTO "A Policy on Geometric Design of Highways and Streets," and County design standards. This task will also include the preparation of the roadway plans for construction. The roadway design will include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices. Detailed earthwork calculations will be also performed and road drainage systems designed.

Task 8: Utility Coordination (WBS 220.25)

The DHA team will 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, DHA will contact all corresponding utility companies and coordinate the relocation of all affected utilities. DHA's utility coordination assistance will occur in three basic steps.

The first step will be to develop a project limit drawing to send to all of the potentially affected utility companies and request information related to location of their existing facilities. Once information is obtained from each utility, the existing utilities will then be plotted by DHA on the preliminary roadway plans and resubmitted to the utility companies, for verification, review of any required relocations, and for the determination of additional facilities that should be provided for future utility services. Finally, once the utility information has been incorporated into the plans, DHA will resubmit the plans to the utility companies for final review and approval.

Task 9: Bridge Structural Design (WBS 250/260)

DHA 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. Information from the project Foundation Report and a Location Hydraulic Study will also be used in the preparation of the bridge structural design.

DHA will prepare a full structural design on the selected bridge alternative identified in the Bridge Type Selection Report. The design will be conducted in accordance with:

- Caltrans Bridge Design Manuals
- AASHTO LRFD Bridge Design Specifications with 2006 Interims and Caltrans Addenda (Blue Sheets)
- Caltrans Seismic Design Criteria

Standard construction materials will be used in the design of the proposed bridge replacement wherever possible. Where specialized non-standard construction/building materials are required, DHA will first obtain approval from the County prior to incorporating them into the design. A detailed description of DHA's bridge design subtasks follows:



Superstructure Design

The superstructure will be designed to meet LRFD requirements specified by Caltrans. Vertical loads will include HL-93, Permit, and Alternative Vehicle live loads as well as prescribed dead loads. The seismic design will adhere to the requirements specified in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual. The analysis of the bridge superstructure will utilize the CT Bridge computer program for live loads, used by Caltrans.

Substructure Design

The support reactions from the superstructure will be used to design the substructure components. The substructure system will incorporate structure movement, drainage, structure approach, and seismic requirements. The substructure items will be designed in accordance with the Caltrans Bridge Design Specifications Manual for vertical loading and lateral loading.

Seismic Design

After member sizes have been determined during the Superstructure and Substructure designs, DHA will analyze the bridge for seismic loading. Information that will be used to determine the design seismic loads includes the maximum ground acceleration, and depth to bedrock. This information will be supplied by WRECO. Once DHA has obtained the site parameters, this information will be coupled with the structural parameters of the bridge to determine seismic loads and reactions. Requirements in the Caltrans Seismic Design Criteria and the Caltrans Memo to Designers Manual will be used to determine the loading.

Task 10: Independent Bridge Design Check (WBS 250.50)

An independent bridge design check will be conducted at the 60% complete stage of the project. The independent design check will be performed by a senior level DHA engineer not involved in the initial design of the project, Kevin Ross. It will consist of a

thorough review of the Bridge Plans and Draft Special Provisions. The design checker for action or response will prepare a list of issues to be addressed by the designer and a set of independent check calculations.

Task 11: Hydraulics (WBS 165.10)

As a subconsultant to DHA, WRECO will perform the hydraulics engineering and analysis for this project.

Task 11.1: Review Existing Hydraulic Information

WRECO will review available data, if any, including previous studies, provided by Stanislaus County and/or the project team. Key information includes any available hydrologic and hydraulic data for the SSJID South San Joaquin Main Canal and Caltrans Bridge Inspection Reports and as-built drawings.

Task 11.2: Field Reconnaissance

WRECO will conduct a field reconnaissance to assess the existing conditions in the vicinity of the project site.

Task 11.3: Hydrologic Assessment

WRECO will coordinate with the SSJID to obtain the design flow information for the Main Canal, including peak flows for irrigation and non-irrigation seasons. No detailed hydrologic study is expected, however WRECO will look into the potential of off-site run-on flows during the major storm events.

Task 11.4: Hydraulic Analysis

WRECO will identify the existing conditions water surface profile for the SSJID Main Canal design flows and identify the flow of the overtopping flood. They will prepare a final water model representing the proposed bridge and including additional project details such as rock slope protection, etc. WRECO will identify the minimum required conveyance capacity and the effects of the preferred bridge to the canal operations (if any) and any risks of flood damage to structures. WRECO will also determine the hydraulic characteristics necessary for estimating potential scour. They will prepare figures showing water surface



profiles and stage-discharge curves as appropriate. The hydraulic model will be prepared using the U.S. Army Corps of Engineers' HEC-RAS Model. WRECO will coordinate with the project team to obtain the surveyed canal cross-sections for use in the hydraulic model.

Task 11.5: Bridge Location Hydraulic Study

Based on WRECO's preliminary qualitative hydrologic, hydraulic, and geomorphic assessments, the project may potentially result in a floodplain encroachment. Therefore, WRECO will prepare a Summary of Floodplain Encroachment, including the Location Hydraulic Study form and Floodplain Evaluation Report Summary form to document the investigation and determine the specific impacts to the floodplain.

- **Deliverables:**
 - Draft Summary of Floodplain Encroachment (PDF and 2 hard copies)
 - Final Summary of Floodplain Encroachment (PDF and 2 hard copies)

Task 11.6: Scour Analysis Report

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 also prepare a Scour Analysis Report which will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and California Bank and Shore Protection Manual.

- **Deliverables:**
 - Draft Scour Report (PDF and 2 hard copies)
 - Final Scour Report (PDF and 2 hard copies)

Task 11.7: Bridge Design Hydraulic Study

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

- **Deliverables:**
 - Draft Bridge Design Hydraulic Study Report (PDF and 2 hard copies)
 - Final Bridge Design Hydraulic Study Report (PDF and 2 hard copies)

Task 12: Right of Way Services (WBS 225.50)

As a subconsultant to DHA, Overland Pacific & Cutler (OPC) will provide preliminary right of way cost estimates and Caltrans R/W Data Sheets, as well as assist DHA with acquiring Right of Entry permits during the Environmental phase. OPC will then provide the necessary right of way appraisal and acquisition services to acquire the right of way interests necessary to accommodate project improvements and construction activities.

For the purpose of this scope of work, OPC assumes that minimally invasive partial acquisitions and temporary construction easements will be required from each of the six parcels adjacent to the existing bridge. It should be noted that residential structures on three of the affected properties appear to be located quite near to the existing right of way. During the planning and design phase very careful attention will need to be given to these parcels in order to prevent damages to the structure and the need for occupant displacement. For now, OPC assumes that there will be no damages to any structures or a need for occupant displacement. If such relocation services are needed, a separate scope of work and fee proposal will be provided.

A clear understanding of all proposed impacts will be achieved during the environmental studies. OPC's right of way analysts will review preliminary design plans, estimate acquisition costs, and assess the reasonableness of all proposed right of way impacts. This information will be used to complete the Caltrans Right of Way Data Sheet, as required by the Caltrans Right of Way Manual. Following approval, full right of way program implementation will take place.



Task 12.1: Preliminary Cost Estimates/Caltrans Right of Way Data Sheets

From the onset of the project, OPC will be involved at the design level to identify right of way requirements and characterize and/or re-characterize right of way impacts, and where necessary, explore potential measures to mitigate/minimize project impacts and capital costs, assess potential cost-to-cure options, and evaluate these considerations against the overall project schedule. During this phase, OPC will work in unison with the project team to evaluate right of way impacts and identify appropriate strategies that avoid costly relocations and/or severance damages. Property values will be estimated using traditionally accepted property valuation techniques for both full and partial acquisitions. This process includes searching the real estate market place for sales of similar properties to develop base values and applying them to the right of way interests needed on the subject parcels. Once this market data is gathered and applied to the subject properties, the cost study will estimate the probable values of land and improvements, associated damages, potential relocation costs, and cost-to-cure remediation costs, if applicable.

Specifically, OPC will:

- Take an inventory of the affected properties.
- Secure preliminary parcel information from online database sources and investigate current ownerships. Utilizing this information and Assessor's Roll information, determine other valuation considerations such as zoning, lot and building size, current usage, and other relevant factors.
- Visually inspect each property (aerial and street-level views) and note the effects of all proposed acquisitions.
- Sort each property into product types to determine the set of real estate data to be researched and create valuation data sets for each product type.
- Prepare an estimate of the probable cost of each partial acquisition, as well as permanent and temporary easement interests, including (for partial

acquisitions) damages to the remaining parcel, using created data sets from various real estate value databases.

- Prepare an estimate of the probable relocation assistance (if applicable) for each residential or non-residential occupant located on each property.
- Prepare an estimate of the total probable loss of business goodwill (if applicable) attributable to each operating business.
- Prepare an estimate of the inspection and demolition costs (if applicable) associated with delivering each cleared site.
- Prepare an estimate of the total services and incidental costs associated with each acquisition program (appraisals, acquisition and relocation consultants, title/escrow, legal services, etc.).
- Prepare latest Caltrans Right of Way Data Sheet in accordance with Caltrans policies and all applicable findings.
- Provide QA/QC of final work product, submit to the County and other Project Team members, respond to inquiries, and update report, as needed.

***Note:** It is assumed that information regarding impacted utility facilities, necessary to completion of the Caltrans Right of Way Data Sheet, will be provided by the County.

Task 12.2: Right of Way Appraisal and Acquisition Services

Upon notice to proceed, OPC will begin working with the project team in developing a Project Plan detailing all aspects of the right of way program to ensure that all acquisition tasks are properly identified and completed in accordance with all applicable regulations and the Caltrans Right of Way Manual. An ancillary task to the Project Plan will be the creation of the project's acquisition schedule that will incorporate all relevant project development milestones including advertisement of the project's construction contract. Concurrent with these activities, OPC will secure and review preliminary title reports for all impacted parcels and coordinate with the right of way engineering



team to review legal descriptions and plat maps for each right of way interest required. Once the latter are finalized and delivered to OPC's acquisition staff, appraisal and appraisal review activities will be initiated to value each temporary and permanent interest required for the construction of project improvements. As these reports are finalized, the County will review the findings and establish a Determination of Just Compensation for each property owner offer package. OPC will subsequently draft the offer packages and all applicable acquisition agreements, submit them to the County for final approval and negotiate owner settlements. If relocations are required, all owner and tenant relocations will be completed per the Uniform Act and subsequent relocation claims will be processed through the agency. It is assumed for the purpose of this proposal, that relocations will not be required. Once an amenable agreement is reached, a Purchase and Sale Agreement will be executed for each respective ownership and an escrow account will be established to facilitate payment and any required title clearance activities. When the transaction closes and owner payments are disbursed, OPC will begin coordination with the appropriate state and federal oversight authorities to secure the right of way certification. Where voluntary agreements are not possible, OPC will coordinate with the agency's legal counsel in eminent domain proceedings and provide all relevant property and negotiations details to support the condemnation task.

Specifically, OPC will:

Program and Project Management Services

- Prepare a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and County's policies are clearly understood.
- Provide comprehensive initial project planning, including policy and budget analysis, and participate in informational meetings with the public and official representatives.
- Track and manage all budgetary-related aspects of the project associated with OPC's Scope of Work.

- Assist with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
- Provide ongoing general consultation and project coordination with the County, social service agencies, governmental entities, and project team members.
- Represent the County at public meetings and hearings.
- Prepare tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
- Prepare and present monthly status reports based on the agreed-upon guidelines on information to be provided.
- Confer with the County verbally on general status, problem areas, and progress.
- Coordinate with federal and state oversight agencies as applicable.
- Subcontract and manage any necessary disciplines needed for these services.

Title Investigation Services – Preliminary Title Reports

- Secure vesting deeds, property profile, and tax map for each property.
- Secure preliminary title reports for each property which will remain valid for a minimum of 6 months or until there is a change in ownership.
- Secure copies of recorded back-up documents as needed.
- Share preliminary title information with the right of way engineer, surveyor, and real estate appraisers for their use on the project.
- Prepare list of title exceptions to be cleared and confirm manner of disposition is consistent with approved project plan.
- Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary for partial acquisitions.



Appraisal Services – Fee and Review Appraisals

- Mail a notification letter and acquisition policies brochure to each property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Review title information pertaining to respective ownerships and review drawings and other pertinent information relative to each parcel.
- Inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- Retain a specialty appraisal, if necessary, to establish the value for fixtures and equipment (cost of FF&E appraisal not included in fee proposal).
- Perform market research to support the selected appraisal methodologies and document and confirm comparable sales information.
- Prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- Upon completion of the fee appraisal, conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
- Receive and analyze the completed appraisal reports and reconcile the real estate and fixtures and equipment conclusions as necessary.
- Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of the County.
- Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
- Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal information, occupant contact information, and tenant information as necessary.
- Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to the County for review and approval; review any independent appraisal secured by property owner and coordinate reimbursement of appraisal fees (up to \$5,000) with the County. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer unless settlement or impasse is reached sooner.
- Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
- Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
- Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.

Acquisition Services – Fee Owner Negotiations

- Establish and maintain complete and current ownership files in a form acceptable to the County.



- Transmit executed acquisition documents to the County. Each transmittal package will include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Title/Escrow Coordination

If by Negotiated Settlement: Assist the escrow/title company in the following:

- Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- Provide escrow officer with fully executed acquisition contract and notarized deed.
- Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- Assist escrow to secure full or partial re-conveyance or subordination instruments from lien holders of record.
- Review settlement statement for accuracy.
- Coordinate deposit of acquisition price and estimated closing costs with escrow.
- After the closing, review the title insurance policy for accuracy.
- Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

- Prepare a letter for the County signature to eminent damoin counsel, requesting proceeding to condemnation.
- Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of

the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.

- Convert preliminary title reports to litigation guarantees for eminent domain counsel's use. Title company fees (based on the value of the interest required) are additional.

Caltrans Right of Way Certification Oversight

- Attend certification planning meeting with the County's Right of Way Local Assistance Coordinator and project team.
- If applicable, acquire and include relocation activities as required for completion of certification form including utility notices and hi-low risk utility sheets as provided by the project's utility coordination team and engineers for Right of Way Local Assistance Coordinator review.
- Verify that all interests necessary for the project have been secured. Prepare certification forms, in coordination with the engineer and the County, to include the compilation of all necessary back-up documents required including deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
- Attend and coordinate pre and post-audit submittal meetings.

Task 13: Plans, Specifications, and Estimate (PS&E) (WBS 230/250/260)

Task 13.1: Plans

Task 13.1.1: 30% Plans (WBS 230.05)

Upon receipt of written documentation from Stanislaus County identifying the preferred project alternative and bridge type and approval of the Bridge Type Selection Report, DHA will prepare preliminary roadway and bridge plans for the selected project alternative (one alternative). The preliminary plans will consist of:

- Title Sheet
- Preliminary Typical Sections
- Preliminary Roadway Plan and Profile Sheet
- Right-of-Way Constraint Exhibit
- Preliminary Bridge General Plan Sheet



These preliminary plans will provide enough data to convey a complete scope of the project for use in the development of the project environmental documents. All of the plans will be prepared in accordance with the Caltrans Local Assistance Procedures Manual.

- **Deliverables:**
 - Half size (11x17) 30% Preliminary Plans – Hard Copy and Electronic PDF

Task 13.1.2: 60% Plans (WBS 240.50)

After review comments are received on the 30% plans, DHA will prepare the 60% plan set. This task includes the development of the bridge and roadway plans, including roadway layout, drainage, signing and striping. The plans will be prepared in accordance with the Bridge Design Details Manual and the Highway Design Manual as published by Caltrans. Environmental mitigation requirements, if required, will be incorporated into the development of these documents.

DHA intends to use AutoCAD Civil 3D. We will develop our drawing files using Stanislaus County's standard sheet format. We anticipate roadway layout plans to be at a scale of 1"=40' or 1"=20', and roadway construction details to be at a scale of 1"=10' unless otherwise requested by the County. The bridge plans will be at the required feet and inch scales.

Plans for the 60% submittal and beyond will include the following:

- Title Sheet & Key Map
- Roadway Typical Cross Section Sheet
- Roadway Plan and Profile Sheets
- Construction Detail Sheets
- Staged Construction/Traffic Handling Plans
- Temporary Erosion/Pollution Control Sheets
- Roadway Drainage Plan
- Utility Plan
- Signing and Striping Plan
- Bridge General Plan
- Bridge Foundation Plan
- Abutment Detail Sheets
- Bridge Typical Section Sheet
- Bridge Girder Layout Sheet

- Bridge Railing Plan
- Log of Test Borings Sheet

Plans at 60% should be of sufficient level to start right of way acquisition after environmental clearance is achieved.

- **Deliverables:**
 - Half-size (11x17) 60% Plans – Hard Copy and Electronic PDF
 - "Red Line" set of the plans with County review comments on the 30% Plans

Task 13.1.3: 90% Plans (WBS 240.50)

Upon receipt of the 60% review comments, revisions will be made to the plans in preparation for the 90% plan set. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

- **Deliverables:**
 - Half-size (11x17) 90% Plans – Hard Copy and Electronic PDF
 - "Red Line" set of the plans with County review comments on the 60% Plans

Task 13.1.4: 100% Plans (WBS 250.55)

Upon receipt of the 90% review comments, revisions will be made to the plans in preparation for the 100% (final) plan set. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

The final plans will be prepared in accordance with the Local Programs Manual and presented to Stanislaus County at the completion of the design phase of the project. All plans will be stamped and signed by a licensed civil or structural engineer registered in California.

The final plan submittal will consist of:

- One set of full size (24x36) Plans stamped and signed on Mylar
- Compact Disk containing electronic PDF files of the signed contract plans (Half and full size PDF files) and AutoCAD drawing files



- "Red lined" set of the plans with County review comments on the 90% submittal

Task 13.2: Special Provisions

Task 13.2.1: 60% Special Provisions (WBS 240.90)

DHA will use the most current version of the Standard Special Provisions available from Caltrans, 2010, and will revise the Standard Special Provisions to meet the requirements for this specific project. The special provisions document will be developed using Microsoft Word.

- **Deliverables:**
 - Draft Technical Specification With Track Edits On – Hard Copy and Electronic Microsoft Word File

Task 13.2.2: 90% Special Provisions (WBS 250.60)

Upon receipt of the 60% review comments, revisions will be made to the technical special provisions in preparation for the 90% special provisions. The project special provisions will be finalized in Caltrans' standard format for inclusion in the Bid Documents along with the boilerplate portion provided by Stanislaus County. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

- **Deliverables:**
 - Second Draft Specification – Hard Copy and Electronic Microsoft Word File
 - "Red Line" set of the special provisions with County review comments on the 60% special provisions

Task 13.2.3: 100% (Final) Special Provisions (WBS 250.60)

Upon receipt of the 90% review comments, revisions will be made to the special provisions in preparation for the 100% (final) specification package. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

The final special provisions will be prepared in accordance with the Local Programs Manual for

Federal funded projects and presented to Stanislaus County at the completion of the design phase of the project. The cover sheet of the specification package will be stamped and signed by a licensed civil or structural engineer registered in California.

The final specification submittal will consist of:

- One camera-ready set of special provisions, including Stanislaus County's Boiler Plate, stamped and signed
- Compact Disk containing an electronic PDF file of the stamped and signed special provisions and Microsoft Word file of the special provisions (not signed)
- "Red lined" set of the special provisions with County review comments on the 90% submittal

Task 13.3: Construction Cost Estimate

Task 13.3.1: 30% Estimate (WBS 230.40)

Concurrent with the development of the 30% plans, DHA will prepare a preliminary construction cost estimate. Costs will be estimated for approximate quantities of roadway materials and structural bridge items. The cost estimate spreadsheet will be developed using Microsoft Excel.

- **Deliverables:**
 - 30% Construction Cost Estimate – Hard Copy and Electronic PDF

Task 13.3.2: 60% Estimate (WBS 240.90)

Along with the development of the 60% plans and special provisions, a detailed construction cost will be developed. A Marginal Estimate will be prepared as an estimate of probable construction cost for the project. This estimate will be based on quantity take-off calculations performed and checked by the designer and unit cost information for each of the items listed. The unit cost data will be based on past relevant experience with similar projects; including any Stanislaus County construction cost data, and the latest version of Contract Cost Data as prepared by Caltrans.



- **Deliverables:**

- 60% Construction Cost Estimate – Hard Copy and Electronic PDF
- “Red lined” set of the estimate with County review comments on the 30% submittal

Task 13.3.3: 90% Estimate (WBS 250.60)

Upon receipt of the 60% review comments, revisions will be made to the construction cost estimate in preparation for the 90% estimate. The construction cost estimate will be finalized in Caltrans' standard format for inclusion in the Bid Documents plans and special provisions. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

- **Deliverables:**

- 90% Construction Cost Estimate – Hard Copy and Electronic PDF
- “Red lined” set of the estimate with County review comments on the 60% submittal

Task 13.3.4: 100% (Final) Estimate (WBS 250.60)

Upon receipt of the 90% review comments, revisions will be made to the construction cost estimate in preparation for the 100% (final) Bid List and Engineer's Estimate. A written response will be prepared by the designer addressing any reviewer or checker comments, suggestions or proposed revisions.

The final Engineer's Estimate will be prepared in accordance with the Local Programs Manual and presented to Stanislaus County at the completion of the design phase of the project. The Engineer's Estimate will be stamped and signed by a licensed civil or structural engineer registered in California.

- **Deliverables:**

- One camera-ready set of the Bid List (included in the special provisions) and Engineer's Estimate stamped and signed
- Compact Disk containing an electronic PDF file of the stamped and signed Engineer's Estimate and Microsoft Excel of the Engineer's Estimate (not signed)
- “Red lined” set of the estimate with County review comments on the 90% submittal

Task 13.4: Final Engineering Document Submittal in Support of the PS&E (WBS 250/260)

In addition to the 100% Bid Set of the PS&E, DHA will submit the final engineering documents in support of the PS&E at the conclusion end of the Final Design and PS&E Phase of the project.

- **Deliverables:**

- Stamped and Signed Bridge Design and Quantity Calculations
- Stamped and Signed Bridge Independent Bridge and Quantity Check Calculations
- Stamped and Signed Final Hydrology, Hydraulics and Scour Report
- Stamped and Signed Final Foundation Report
- Compact Disk containing an electronic PDF files of the stamped and signed engineering documents

PHASE 3: POST DESIGN SERVICES

Task 14: Bidding and Construction Support

Task 14.1: Construction Bid Assistance (WBS 265.55)

DHA will assist Stanislaus County during the pre-bid opening. Services that will be provided by DHA under this task include:

- Suggesting any pre-qualification criteria for the construction bidder
- Providing assistance to Stanislaus County with responding to inquiries from bidders relative to the plans, special provisions, and quantity estimates during the advertising process
- Preparing any required addenda to clarify the scope of the project for review and approval by Stanislaus County and distribution to the bidders

A maximum of 40 hours has been allocated to this task. Additional hours can be provided by DHA on a time and materials basis.



**Task 14.2: Construction Support Services
(WBS 270.20)**

DHA will provide the following construction support services during the construction period:

- Attend the pre-construction meeting
- Provide ongoing consultation to Stanislaus County during construction
- Review and respond to request for information regarding the project PS&E
- Review, comment, and approve Contractor submittals and shop drawings including falsework drawings
- Prepare As-Built Drawings on Mylar at the completion of project construction

A maximum of 40 hours has been allocated to this task. Additional hours can be provided by DHA on a time and materials basis. DHA is also available to provide on-site inspections if requested by Stanislaus County. Onsite inspection services would be provided by DHA to Stanislaus County as an additional service on a time and materials basis.

**EXHIBIT C
CONSULTANT'S FEE SCHEDULE**

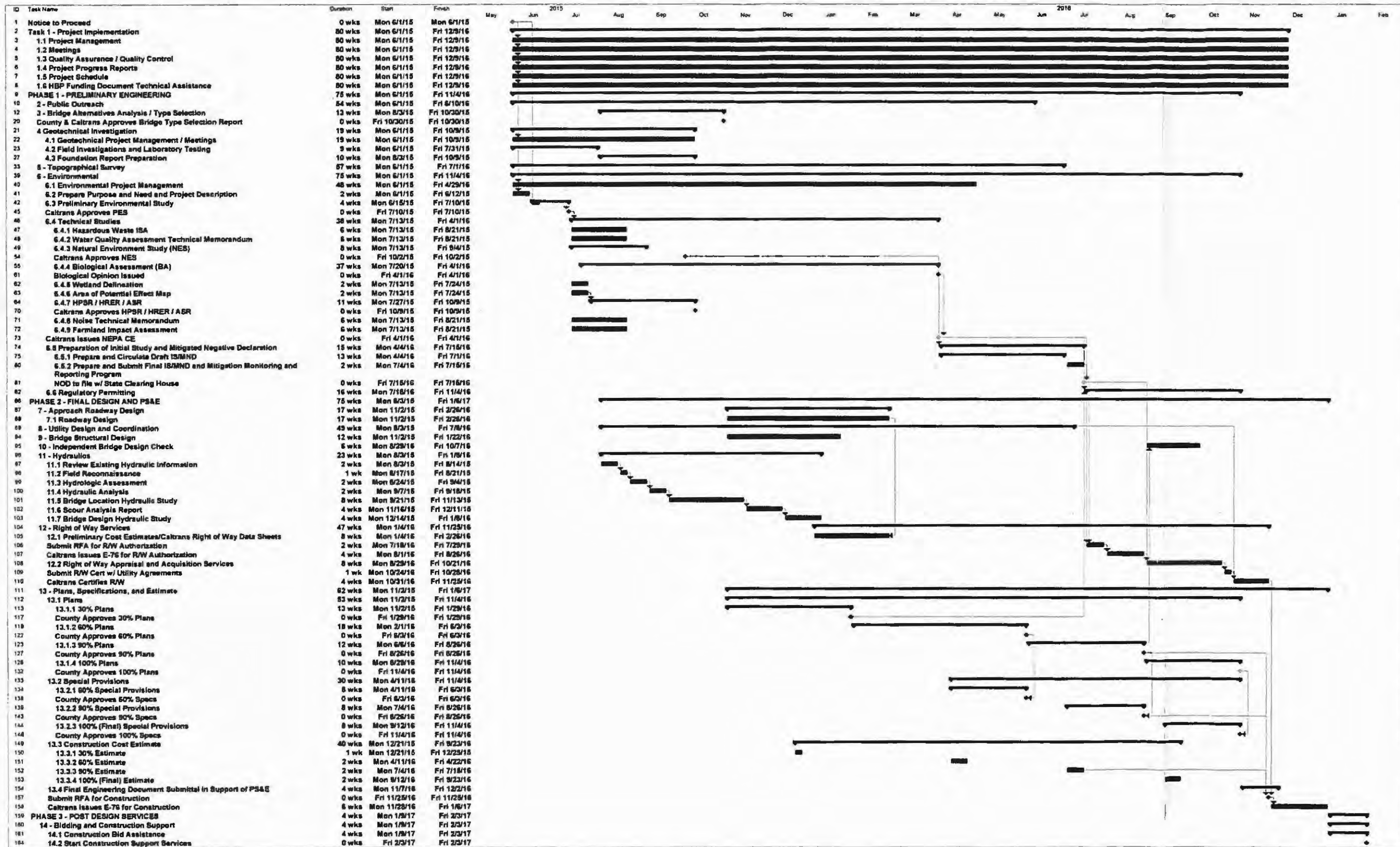
Pleasant Valley Road Bridge Fee

Phase	Task	Scope of Work Task	DHA Labor														Subconsultants					Subcontractor Fee	Total Fee
			Project Manager	Plc & DC	Project Engineer	Lead Bridge Engineer	Asst. Bridge Engineer	Bridge Check	Lead Roadway Engineer	Roadway Engineer	Environmental Services Manager	Budget	Environment of Assistant	CADD	Admin.	DHA Hours	DHA Loaded Fee	P&H Environmental Services	WPCO	Overland, Pacific, & Carter	North Star		
			M. Pugh	D. Haglan	S. Alligule	J. Grant	L. Minar	J. Elmensdorf	M. McConnell	A. Castle-Keane	J. Hildebrandt	L. Tisch	A. Wie	K. Dresbach	T. Baulista								
		Direct Labor Rate	\$80.50	\$101.90	\$57.00	\$48.10	\$30.00	\$63.00	\$51.00	\$41.00	\$46.00	\$33.65	\$20.00	\$39.00	\$33.50								
Project Implementation																							
1	1.1	Management	40												20	60	\$10,702				50	\$10,702	
	1.2	Meetings	60	8	40				8						20	156	\$27,300					50	\$27,300
	1.3	Quality Assurance / Quality Control		24												24	\$6,728					50	\$6,728
	1.4	Project Progress Reports	20													20	\$4,429					50	\$4,429
	1.4	Project Schedule	20													20	\$4,429					50	\$4,429
	1.4	HBP Funding Technical Assistance	20												16	36	\$5,904					50	\$5,904
Public Outreach																	Total Task 1:						
2	2.0	Public Outreach	20		20											60	\$10,097					50	\$10,097
Bridge Alternatives Analysis / Type Selection																	Total Task 2:						
3	3.0	Bridge Alternatives Analysis / Type Selection	4		20	45								24	8	125	\$15,996					50	\$15,996
Geotechnical Investigations																	Total Task 3:						
4	4.1	Geotechnical Project Management / Meetings														0	\$0		\$2,535			\$2,535	\$2,535
	4.2	Field Investigations and Laboratory Testing	2		4	2										8	\$1,335		\$13,732			\$13,732	\$15,067
	4.3	Foundation Report Preparation	2		4	2										8	\$1,335		\$18,209			\$18,209	\$19,544
Topographic Survey																	Total Task 4:						
5	5.1	Records Research														0	\$0				\$753	\$753	\$753
	5.2	Records Calculations														0	\$0				\$1,226	\$1,226	\$1,226
	5.3	Right of Way Control Survey														0	\$0				\$3,455	\$3,455	\$3,455
	5.4	Topographic Survey	4		4											16	\$2,636				\$9,113	\$9,113	\$11,749
	5.5	Right of Way Mapping Services	4		4											16	\$2,636				\$12,448	\$12,448	\$15,084
Environmental																	Total Task 5:						
6	6.1	Environmental Project Management													30	30	\$3,797					50	\$3,797
	6.2	Purpose and Need and Project Description	2		4											54	\$4,884					50	\$4,884
	6.3	Preliminary Environmental Study (PES)	4		4											64	\$6,340					50	\$6,340
	6.4	Technical Studies	4		8											202	\$26,859	\$20,405				\$20,405	\$47,264
	6.5	Preparation of IS / MND	4		8											160	\$12,902					50	\$12,902
	6.6	Regulatory Agency Permitting	4		4											204	\$9,442					50	\$9,442
Approach Roadway Design																	Total Task 6:						
7	7.0	Approach Roadway Design	4		4											258	\$31,843					50	\$31,843
Utility Coordination																	Total Task 7:						
8	8.0	Utility Coordination			12											68	\$9,211					50	\$9,211
Bridge Structural Design																	Total Task 8:						
9	9.0	Bridge Structural Design	4		16	62	130									212	\$22,128					50	\$22,128
Independent Bridge Design Check																	Total Task 9:						
10	10.0	Independent Bridge Design Check					50									50	\$4,528					50	\$4,528
Hydraulics																	Total Task 10:						
11	11.1	Review Existing Hydraulic Data														0	\$0		\$934			\$934	\$934
	11.2	Field Reconnaissance														0	\$0		\$1,317			\$1,317	\$1,317
	11.3	Hydrologic Analysis														0	\$0		\$900			\$900	\$900
	11.4	Hydraulic Analysis			2	6										8	\$1,108		\$1,634			\$1,634	\$2,742
	11.5	Bridge Location Hydraulic Study	4		4											8	\$1,513		\$8,019			\$8,019	\$9,532
Right of Way Services																	Total Task 11:						
12	12.1	Preliminary Cost Estimates / Caltrans ROW Data Sheets	8													12	\$2,333		\$11,459			\$11,459	\$13,792
	12.2	Right of Way Appraisal and Acquisition Services	8													12	\$2,333		\$85,765			\$85,765	\$88,098
Plans, Specifications, and Estimates																	Total Task 12:						
13	13.1	Plans			8	24	40									508	\$58,260						\$58,260
	13.2	Special Provisions	16		40											92	\$13,904					20	\$13,904
	13.3	Construction Cost Estimate	4		4		40									132	\$14,179						\$14,179
	13.4	Final Engineering Document	2		2	8	4									44	\$5,436						\$5,436
Bidding and Construction Support																	Total Task 13:						
14	14.1	Construction Bid Assistance	8		24											40	\$6,834					50	\$6,834
	14.2	Construction Support Services	4		12	12										40	\$6,039					50	\$6,039
Total Task 14:																	Total Task 14:						
Total Hours:			276	32	252	161	214	50	196	298	304	196	308	476	84	2747	\$337,940	\$20,405	\$46,880	\$97,224	\$26,995	\$191,504	\$529,445
Loaded Rates:			\$221.46	\$280.34	\$156.81	\$132.33	\$82.53	\$170.57	\$140.31	\$113.80	\$126.55	\$92.57	\$55.82	\$107.29	\$92.16								\$2,850
Fee:			\$61,124	\$8,971	\$39,517	\$21,305	\$17,662	\$8,528	\$27,500	\$33,613	\$25,816	\$18,145	\$16,947	\$51,071	\$7,742								\$12,295
																	Other Direct Costs:						
																	Total Fee:						

**EXHIBIT D
CONSULTANT'S PROJECT SCHEDULE**



DHA understands how important it is to efficiently complete your project in a timely manner. We have developed a schedule for you bridge project based on our past experience in successfully delivering HBP-funded projects with Caltrans Local Assistance oversight just like yours. We have assumed a notice to proceed date of June 1, 2015. With this start date, your project will be ready for construction by 2017.



Appendix E | Anticipated Project Schedule

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

Consultant: Drake Haglan and Associates
Project: Pleasant Valley Road Bridge over SSJID Replacement
Contract No.: 9469
Federal Aid No.: BRLO-5938(226)
Board Resolution No.: 2015-373

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 August 4, 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 February 3, 2017, as specified in Exhibit D of the Agreement unless extended by amendment to the Agreement.
- 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. CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

- C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. EQUIPMENT PURCHASE

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

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

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

10. FUNDING REQUIREMENTS

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

11. INSPECTION OF WORK

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

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

12. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

13. 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.

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

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
- B. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the

Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- C. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

15. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

16. REIMBURSEMENT OF TRAVEL & SUBSISTENCE

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

17. RETENTION OF FUNDS

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the COUNTY 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.

18. 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.

19. SALARY ESCALATION

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

20. 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.


21. SUBCONTRACTING


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

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

COUNTY OF STANISLAUS

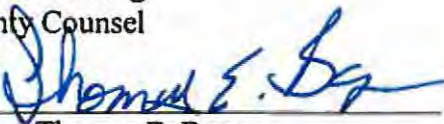
DRAKE HAGLAN AND ASSOCIATES

By: 
Matt Machado, Director
Department of Public Works

By: 
Dennis Haglan, PE
President/Principal in Charge

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Assistant County Counsel