

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

DEPT: Public Works

BOARD AGENDA #: *C-7

AGENDA DATE: April 19, 2016

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, for the Crows Landing Corridor Multimodal Visioning Plan

BOARD ACTION AS FOLLOWS:

No.

2016-188

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

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

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:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

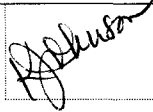
DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: *C-7

AGENDA DATE: April 19, 2016



CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, for the Crows Landing Corridor Multimodal Visioning Plan

STAFF RECOMMENDATIONS:

1. Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, in the amount of \$295,340, for the Crows Landing Corridor Multimodal Visioning Plan.
2. Authorize the Director of Public Works to execute a contract with AECOM in the amount of \$295,340 and to sign necessary documents.
3. Direct the Auditor-Controller to increase appropriations and revenue as detailed in the attached Budget Journal.
4. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

On December 16, 2014 the Board of Supervisors authorized Public Works to submit a joint application for the Sustainable Transportation Planning Grant and Strategic Partnerships Program for the Crows Landing Corridor Multimodal Visioning Plan (Plan). This state grant requires a local match. The same December 16, 2014 Board item approved the use of Crows Landing Air Facility Agricultural Lease funds in the amount of \$60,000. It also identified an additional local match of \$2,000 from Stanislaus Council of Governments (StanCOG). The State grant request was for \$233,340, for a total project cost of \$295,340.

On April 24, 2015 California Department of Transportation (Caltrans) awarded a federal transportation planning grant for Fiscal Year 2015-2016 to StanCOG. The grant program is Federal Highway Administration State Planning and Research (FHWA SPR), Part I, Strategic Partnerships. The grant title is "Crows Landing Corridor Multimodal Visioning Plan." The sub-recipient is Stanislaus County and has a total project budget amount of \$295,340.

Consistent with the intent of partnership planning and to achieve the Caltrans Mission and Grant Program Overarching Objectives, the Strategic Partnerships Grants fund planning projects that encourage regional agencies to partner with Caltrans to identify and address

Approval to Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, for the Crows Landing Corridor Multimodal Visioning Plan

statewide/interregional transportation deficiencies in the state highway system, strengthen government-to-government relationships, and result in programmed system improvements.

StanCOG proposes the Plan, which is needed to create a unified community vision and determine the feasibility of inter-jurisdictional multimodal transportation connectivity improvements along the Crows Landing Road corridor between Interstate 5 (I-5) and State Route (SR) 99 (Plan Area). The Plan Area includes Fink Road from SR 33 to I-5. The Plan is needed to support and improve the mobility of goods and people to and from the proposed Crows Landing Industrial Business Park (formerly a Naval Air Station) in southwestern Stanislaus County.

The Plan is intended to support Stanislaus County and its member agencies' transportation and economic development vision and general plan policies as they relate to the southwest County between Patterson and Newman. In addition to supporting the Caltrans' Transportation Concept Report for SR 33 and SR 99, the Plan also supports the transportation and economic development goals of the Cities of Patterson, Newman, Ceres, and other nearby communities in the County.

The Plan will analyze and provide conceptual "complete street" design options in concert with the goals of the Active Transportation Program (ATP) that will help address the need to improve multimodal access, reduce traffic congestion and associated greenhouse emissions, and increase safe connections from the surrounding communities to area employment centers. A key component of the plan includes robust community engagement through a variety of public outreach methods, interagency coordination and involvement, and community consensus building.

An important node along the Crows Landing Road corridor will be the proposed Crows Landing Industrial Business Park, located north of Fink Road, envisioned to provide thousands of new jobs to southwestern Stanislaus County. The proposed industrial park will cover 1,500 acres and will be located within commute distance of many Central Valley communities that are expected to be a significant source of California's future population growth and proximate to the Cities of Patterson, Newman, and Ceres.

From 2000 to 2010, Stanislaus County's population grew by approximately 18.3 percent, outpacing the State by nearly 5 percent. Patterson, with a population slightly over 20,000 and just 5 miles north of the proposed Crows Landing Industrial Business Park, experienced more than three times as much growth, more than 75 percent over the same time period. However, the jobs-to-housing ratio in Patterson is 0.62, with 47.4 percent of workers working outside of Stanislaus County and an average commute time of 42 minutes. Newman, located nine miles south of the project site with a population of just over 10,000, also saw significant growth at 44 percent, with 34.3 percent of workers working outside Stanislaus County and an average commute time of 34 minutes. The creation of a new job center and the development of a direct multimodal corridor will promote alternative modes of transportation such as bicycling and walking, directly connecting existing communities to the new jobs, and reduce the overall vehicle miles traveled and vehicle emissions impact on air quality.

The proposed Crows Landing Industrial Business Park will be one of the largest employment centers in the San Joaquin Valley. It is expected to attract employees from Patterson,

Approval to Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, for the Crows Landing Corridor Multimodal Visioning Plan

Newman, and Ceres, and also provide jobs for smaller disadvantaged unincorporated communities along Crows Landing Road (such as the community of Crows Landing), spurring economic and interregional vitality. For these reasons, improving transportation connectivity is integral to the economic sustainability of the region and the County's economic development strategy. To demonstrate the high priority of this plan, Stanislaus County has made and continues to make substantial investments in the planning of the proposed industrial business park.

The scope of work for this Plan is designed to evaluate transportation connectivity issues and conceptual improvements along Crows Landing Road in southwestern Stanislaus County, between I-5, SR 33, and SR 99, leading up to the planned Crows Landing Industrial Business Park area. The scope of this Plan aims to provide local, regional, and state agencies with a common information source to understand how transportation connectivity improvements may provide future businesses and industrial clusters in the area with a strategic advantage, and bring thousands of needed jobs for local residents. The Plan will also serve as a strategy for the improvement of multimodal transportation connectivity within southwest Stanislaus County between I-5 and SR 99.

A Request for Qualifications was electronically posted to the Modesto Reprographics website on June 18, 2015. On August 26, 2015, two consultants submitted qualifications for review. The consultants were evaluated and scored based on qualifications only. The consulting fees were not a part of the evaluation process.

The two consultants that submitted their qualifications were AECOM and Kittelson and Associates. The consultants were evaluated based on the following criteria:

- Project understanding and project approach;
- Experience of the project manager;
- Experience of the project team;
- Availability of the project manager and team inter-availability / efficacy; and,
- Experience with similar projects

Public Works staff reviewed, evaluated, and ranked the qualifications and selected AECOM as the most qualified consultant.

Based upon this review it is recommended that AECOM be awarded the contract for the Crows Landing Corridor Multimodal Visioning Plan.

POLICY ISSUE:

Public Contract Code Section 22034 requires Board of Supervisors' approval to approve all contracts exceeding \$175,000.

Approval to Award a Contract for All-Inclusive Engineering Services to AECOM of Sacramento, California, for the Crows Landing Corridor Multimodal Visioning Plan

FISCAL IMPACT:

Funding for this project is available in the Fiscal Year 2015-2016 Public Works project budget.

Cost of recommended action:		\$	295,340
Source(s) of Funding:			
FHWA SPR Grant	\$	233,340	
Crows Landing Air Facility Agricultural Lease		60,000	
StanCOG		2,000	
Funding Total:		\$	295,340
Net Cost to County General Fund		\$	-

Fiscal Year:

2015-2016

Budget Adjustment/Appropriations needed:

Yes

Fund Balance as of

BOARD OF SUPERVISORS' PRIORITY:

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 improving multimodal access, reducing traffic congestion and associated greenhouse emissions, and increasing safe connections from the surrounding communities to area employment centers.

STAFFING IMPACT:

Existing Public Works staff will oversee this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Professional Design Service Agreement
2. Budget Journal Voucher

ATTACHMENT 1
PROFESSIONAL DESIGN SERVICE AGREEMENT

**STANISLAUS COUNTY PUBLIC WORKS
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 AECOM of Sacramento, California, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2016-188 adopted on the 19th day of April, 2016 awarded to Consultant the following Contract:

CROWS LANDING CORRIDOR MULTIMODAL VISIONING PLAN
Contract No. 9624

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") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

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 in Section 3.1 - Compensation and within the time specified in the Project Schedule (Exhibit "B") 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.

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 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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 subconsultants 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 subconsultant(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 Subcontracting: Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) 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 Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

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.

Any substitution of subconsultants must be approved in writing by the County.

1.9 Conflict of Interest: 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.

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.

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.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant 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.

1.10 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.

1.11 Rebates, Kickbacks or Other Unlawful Consideration: 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.

1.12 Prohibition of Expending State or Federal Funds for Lobbying: The Consultant certifies to the best of his or her knowledge and belief that:

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.

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.

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, U.S. 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.

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.

1.13 Debarment and Suspension Certification: 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 with the past three (3) years. Any exceptions to this certification must be disclosed to the County.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to who exceptions apply, initiating agency, and dates of actions.

2.0 CONTRACT DOCUMENTS

Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

1. Agreement and all attachments
 - a. Exhibit A – Scope of Services
 - b. Exhibit B – Project Schedule
 - c. Exhibit C – Fee Schedule
 - d. Exhibit D – Insurance Requirements
2. County's Request for Proposal
3. Consultant's Response

3.0 COMPENSATION AND BILLING

3.1 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 will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed Two Hundred Ninety-Five Thousand Three Hundred Forty Dollars (\$295,340) 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.

3.2 Reimbursements: In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a 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.

3.3 Additional Services: Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for the 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.

3.4 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.

3.5 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, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.6 Extension of Term of Agreement: The original Fee Schedule shall apply to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

3.7 Cost Principles: 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.

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.

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.

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

4.0 TIME OF PERFORMANCE

4.1 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 "B", 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.

4.2 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.

5.0 COMPENSATION AND TERMINATION

5.1 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.

5.2 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.

5.3 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, reports, correspondence, and all electronic files 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.

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit D."

7.0 INDEMNIFICATION

7.1 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 subconsultants, 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.

7.2 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.

7.3 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.

7.4 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.

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8.0 GENERAL PROVISIONS

8.1 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.

8.2 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.

8.3 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.

8.4 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: Rashod J. Gibson
- b. Lead/Manager: n/a

8.5 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.

8.6 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

Matt Machado, Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant

Rashod J. Gibson, Project Manager
AECOM
2020 L Street, Suite 300
Sacramento, CA 95811

8.7 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.

8.8 Claims Filed by County's Construction Contractor: 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.

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.

8.9 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.

8.10 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.

8.11 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.

8.12 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.

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.

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.

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.

Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

8.13 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 with 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.

8.14 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.

8.15 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.

8.16 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 subconsultants, 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.

8.17 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.

8.18 Order of Precedence: In the event of inconsistency among any of the Contract Documents, the following order of precedence applies:

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response.

8.19 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.

8.20 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.

8.21 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.

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

8.23 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.

8.24 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.

8.25 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.


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

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

COUNTY OF STANISLAUS

By: 
Matt Machado, Director
Department of Public Works

AECOM

By: 
Rashod J. Gibson, P.E., T.E., QSD/QSP
Senior Civil Engineer/Project Manager

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING AND PROJECT APPROACH

A. Project Understanding

AECOM understands that Stanislaus Council of Governments (StanCOG) and Stanislaus County (County) partnered on a successful grant for the Crows Landing Corridor Multimodal Visioning Plan through the FY 2015-2016 Sustainable Transportation Planning Grant Program administered by Caltrans. The County is now soliciting consultant qualifications to perform the Feasibility Analysis Services on the Crows Landing Corridor Project (Project).

The Project location which entails the 22-mile stretch of Crows Landing Road corridor (Corridor) extending between Interstate 5 (I-5) and State Highway Route 99 (SR-99) is an important regional route connecting the rural communities of Ceres, Patterson, Newman, and Turlock. The southern portion of the Corridor, known as Fink Road is also envisioned to provide primary access and contribute to the successful operations of the future Crows Landing Industrial Business Park (Industrial Park), a regional employment center. As a key transportation route, the Corridor today features very limited multi-modal connectivity. Therefore, the County would like to improve the Corridor with enhanced multi-modal improvements to encourage economic development, attract jobs to the Industrial Park, improve regional jobs-to-housing balance, reduce vehicle miles traveled, and reduce chronic unemployment in southwestern Stanislaus County.

Historically, the southwestern portion of the County has experienced high levels of unemployment. With an accelerated growth projection and building of the proposed Industrial Park, however, the County is poised for a unique opportunity for strengthening economics through sustainable land use and transportation choices. The Project will enable implementation of the transportation and economic development vision and General Plan policies from StanCOG, the County, and its member agencies as related to this region. The Project will evaluate feasibility of transportation connectivity options, complete street designs, circulation recommendations, and investment strategies that will facilitate multi-modal access, reduce traffic congestion, and reduce vehicle-miles-traveled (VMT) and associated greenhouse gas (GHG) emissions.

Over the past couple years, AECOM has worked closely with the County to make substantial progress on the environmental analysis of the 1,500-acre Industrial Park project to ensure that the design of this employment-generating project also support Smart-Growth land use and transportation goals. The County expects that the proposed regional employment center will attract employees from Patterson, Newman, and Ceres, and also provide jobs for smaller disadvantaged unincorporated communities along the Corridor (such as the community of Crows Landing). The Industrial Park is anticipated to entitle more than 15 million square feet of job-generating land uses, and employ more than 17,000 people when built out. The Industrial Park would include an on-site general aviation airport and is anticipated to generate more than 60,000 daily trips. Therefore, transportation connectivity to nearby communities is essential to the full-capacity employment realization of the Industrial Park.

The scope of this Project includes evaluation of transportation connectivity issues and conceptual improvements along the Corridor, leading up to the Industrial Park. The portion of the Corridor that is directly adjacent to the Industrial Park is called Fink Road. Preliminary traffic analysis of this primary access area to the Industrial Park identifies the need for new traffic signals (or roundabouts) at the intersections of Bell Road, the future Industrial Park entrance (between Bell and Davis Roads), and SR-33. Other improvements identified include the need for signaling the I-5 interchange, including both the north- and south-bound intersections, as well as installation of a left-turn lane from westbound Fink Road to southbound I-5. Beyond the current Fink Road area, the Corridor runs through existing agricultural areas of the County, connecting ultimately to SR-99 and Ceres. Although this route is a primary regional connector, very few existing communities and establishments are found along the way today. Therefore, it provides an opportunity to evaluate options and propose improvements to this important route in a planned manner that best serves the needs of future growth.

B. Project Approach

The AECOM team understands the significance of this project to not only the local stakeholders, but to improving the transportation and economic issues surrounding the region along the Corridor. In striving to meet the projects overall objective, AECOM has invested significant time understanding the project history. Furthermore, AECOM's on-going involvement with the Industrial Business Park EIR supports our understanding of the Corridor's transportation issues and concerns.

1. Design Approach

Our approach to developing and evaluating feasible alternatives for the Corridor includes the following:

- **Prepare Aerial Mapping** – Use aerial mapping of the Corridor from Stanislaus County's GIS database as the base map for preparing preliminary engineering drawings.
- **Define Existing Right-of-Way** – Use Stanislaus County's GIS database to identify rights-of-way, parcel lines, and property ownership records within the Corridor. Supplemental information gathered through record searches and field observations will augment these resources.
- **Define a Clear Purpose and Need** – Develop a well-defined, succinct purpose and need to determine the range of alternatives to be considered, based on input gathered from the County, StanCOG, and primary local stakeholders.
- **Prepare Initial Design Alternatives** – Utilizing the information gathered during the pre-RFP period, and based on discussions held with the project development team members and various stakeholder meetings, examine all possible reasonable alternatives and analyze them for fatal flaws. At the end of this phase the analyzed alternatives will be identified and listed in two distinct groups: feasible alternatives and infeasible alternatives.
- **Set Evaluation Criteria** – Propose and confirm a set of transportation performance measures with the stakeholders. The evaluation criteria for the project will most likely include community needs, traffic impacts, design impacts, environmental impacts, local planning, regional planning, costs, and funding.
- **Conduct Technical Studies** – Conduct environmental studies for the selected feasible alternatives, perform preliminary engineering, develop traffic model, forecast volumes, and perform operations analysis.
- **Present the Alternative Analysis Result to the Public** – Present exhibits showing the alternatives, constraints, and evaluation data to the public for comment and input. The input obtained will be considered for the final selection of feasible alternatives.
- **Prepare Feasibility Report** – Document the planning and outreach process of selecting feasible alternatives in the feasibility report. The feasibility report will document all the alternatives studied and provide evaluation analysis of how each alternative was deemed feasible or infeasible.

2. Public Outreach Approach

AECOM and Regional Government Services (RGS) understand that transportation planning decisions are more successful when the communities, regional agencies, and stakeholders feel invested in them. Our public outreach team has a thorough understanding of transportation planning and is well versed in facilitating public engagement throughout the process and translating complex technical concepts for community stakeholders. We believe the ability to engage residents, property owners, surrounding communities, and regional agencies, and facilitate a meaningful dialogue will be critical to the success of this Project. Our team will work closely with the StanCOG and the County to refine the specific public outreach strategies and to incorporate comments, ideas, and address concerns throughout the life of the project.

Educating and involving the public and decision makers throughout the planning process and providing opportunities for input into the development of the plan will likely result in a widely supported preferred alternative. This engagement will provide a strong foundation for moving the Plan towards construction by developing a preferred alternative that is sensitive to land-use, environmental and right-of-way impacts, technically feasible, improves connectivity, encourages the efficient move of goods and people, and stimulates economic development and private investment.

AECOM and RGS will conduct three **public workshops** near the planning area to provide project updates and to receive input from project stakeholders. We recommend that the public workshops be conducted as open houses to solicit contributions from all participants. Various stations will be set-up and will include comment cards and interactive exercises that promote dialogue and actively engage participants in the planning process. The workshops will include illustrative and visual depictions of alignment options, right-of-way impacts, and design details—allowing participants to visualize solutions and tradeoffs, promoting dialogue and decision-making. Spanish translators will be available at the workshops, and outreach materials will be translated into Spanish. Our team recommends the following workshop schedule:

- **Workshop #1 (Listening Meeting):** Present the existing conditions and mobility and accessibility deficiencies, obtain feedback, and listen to concerns.
- **Workshop #2 (Constraints Meeting):** Display the conceptual design alternatives illustrating proposed locations and identified constraints and obtain public/stakeholder input.
- **Workshop #3 (Feasibility Findings Meeting):** Once the feasibility analyses are completed, present the findings to the public to solicit final input.

The AECOM and RGS team will convene and facilitate up to four **Advisory Committee meetings** to obtain critical input pertaining to the opportunities and constraints of the Crows Landing Road corridor, and the selection of conceptual transportation improvements and roadway alignment alternatives.

We will also manage a **comprehensive stakeholder database** and ensure that there is timely notification of project updates and public workshops. RGS currently manages a stakeholder list of more than 25,000 Stanislaus County residents, and will continue to update this list throughout the planning process. Two **bilingual newsletters/fact sheets** will be developed and made available at the public workshops and distributed to the stakeholder list.

3. Environmental Approach

In order to allow for a quick start on the constraints analysis, our environmental approach will rely as much as possible on existing studies and data. Land use and environmental planning effort will identify current planning and environmental conditions and provide a fatal flaw environmental analysis for proposed system-level highway improvements within the Corridor. As part of this effort, we will consult existing environmental databases such as the California Natural Diversity Database, as well as databases for cultural resources and GeoTracker for hazardous waste/materials. We will conduct environmental analyses, including field reviews and GIS analysis, to complete an assessment of the existing environmental conditions within the Corridor. We will use field reviews to fill in environmental conditions in areas not covered in previous environmental studies and focus on areas that were identified as particularly sensitive or that warrant a more thorough analysis based on their high risks to Project cost and schedule. Finally, as an aid to engineers and planners in identifying constraints for the feasibility study input, AECOM will focus on producing maps and other graphics that will allow non-environmental professionals to readily grasp the location and sensitivity of existing environmental resources.

4. Traffic Analysis Approach

Relevant data will be collected from the local agencies, Stanislaus County and Caltrans. The relevant data will include planning documents (such as general plans, corridor studies, the transportation

corridor report, Regional Transportation Improvement Program and Regional Transportation Program information and congestion management plan); base mapping; readily available geotechnical and utility easement data; traffic volume and existing travel demand model data; details on newly constructed transportation improvements; data on proposed development and transportation projects; existing surveys and right-of-way (ROW) maps; and Traffic Accident Surveillance and Analysis System (TASAS) along the corridor. AECOM proposes to conduct a site tour to identify the deficiencies, opportunities and needs along the study corridor.

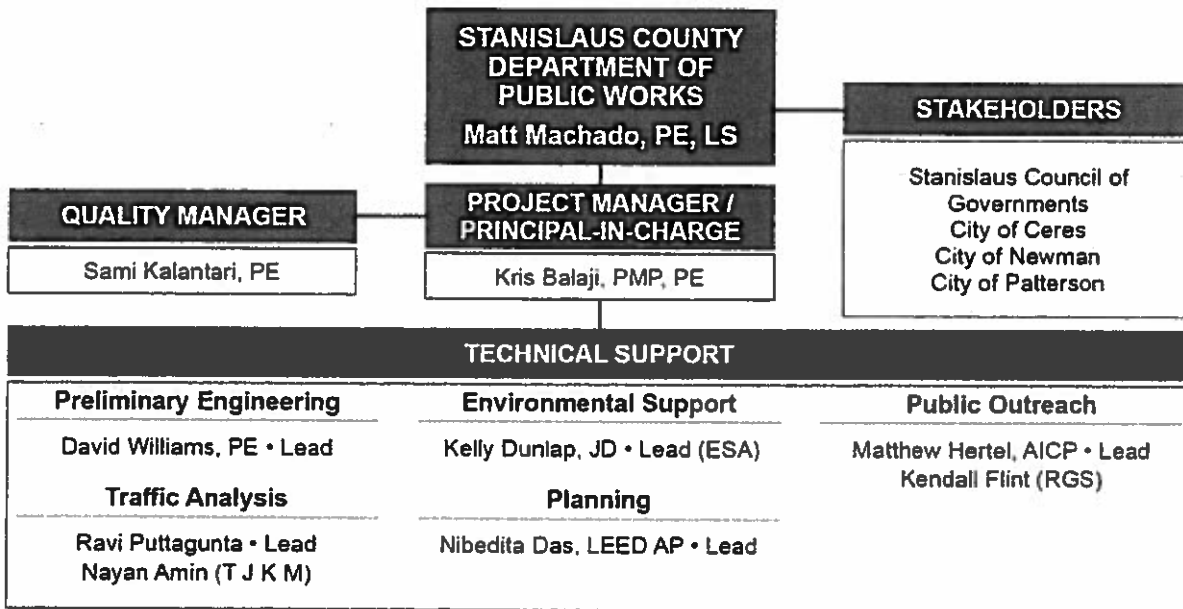
Using the StanCOG/Caltrans/City of Modesto Travel Demand Model estimate for average daily traffic (ADT) volumes in the project Plan area with and without the proposed alignments will be projected. Use of travel demand model will be determined in consensus with the stakeholders at the early stage of the project. It is anticipated that only roadway network changes will be required to be made to the model and that land use changes will not be necessary. It should be noted that AECOM Team currently, developed the travel demand model for the South County Corridor Feasibility Study, Crows Landing EIR and I 5/Sperry Road Interchange Project.

Using the projected daily traffic forecasts, the AECOM team will summarize congestion levels in the study area for No Project and With Project conditions for up to three alignments. Congestion levels at the study intersections and roadway segments may include roadway-specific and area-wide measures such as ADT volumes, volume-to-capacity ratios and VMT. Study intersections, roadway segments and measures of effectiveness will be determined in consensus with the stakeholders at the early stages of the project. It is anticipated that this information will be used to support the purpose and need of the project. The team will also review possible improvements to pedestrian, bicycle and transit facilities along the corridor to encourage multi-modal access.

The AECOM team will prepare a technical memorandum summarizing the work completed under this task.

EXPERIENCE OF THE PROJECT MANAGER AND KEY PERSONNEL

Figure 1 illustrates our proposed team structure, including subconsultants.



Subconsultants:
 Environmental Science Associates (ESA)
 Regional Government Services (RGS)
 T J K M

Figure 1. Organizational Chart

EXHIBIT B

PROJECT SCHEDULE

California Department of Transportation
 Transportation Planning Grants
 Fiscal Year 2015-16

ATTACHMENT 2: PROJECT TIMELINE

Project Title		Grantee					Budget												Deliverable	total by task																										
Task Number	Task Title	Responsible Party	Total Cost	Grant Amount	Local Cash Match	Local In-Kind Match	FY 2015/16			FY 2016/17			FY 2017/18			18/19																														
							J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	
1.0	Overall Project Management																																				\$51,271									
1.1	Project Kick Off Meeting	StanCOG	\$3,400	\$2,749	\$651	\$0																														Agenda, Minutes & Scope of Work										
1.2	Consultant Procurement	StanCOG	\$0	\$0	\$0	\$0																														Consultant Selection										
1.3	Project Management & Meetings	Consultant	\$41,211	\$30,934	\$10,277	\$0																														Draft & Final Scope, PDT mtg Agenda & Minutes										
1.4	Invoicing	StanCOG	\$3,330	\$2,630	\$700	\$0																														Invoices										
1.5	Quarterly Reports	StanCOG	\$3,330	\$2,630	\$700	\$0																														Quarterly reports										
2.0	Community Involvement & Outreach																																				\$27,250									
2.1	Project Development Workshops	Consultant	\$9,800	\$4,098	\$5,702	\$0																														Notificalon materials, Agendas, Exhibits										
2.2	Stakeholder Oversight and Advisory Committee	Consultant	\$9,000	\$4,088	\$4,912	\$0																														Stakeholder lists, Mtg agendas & minutes										
2.3	Database Development and Comment Tracking	Consultant	\$1,500	\$495	\$1,005	\$0																														Stakeholder database, comment tracking reports										
2.4	Combined Newsletters/Fact Sheets	Consultant	\$4,675	\$1,030	\$3,645	\$0																														Newsletters/fact sheets										
2.5	Public Engagement and Visioning Report	Consultant	\$2,275	\$1,002	\$1,273	\$0																														Final report										
3.0	Data Collection																																				\$16,019									
3.1	Surveys & Mapping	Consultant	\$3,550	\$2,871	\$679	\$0																														Google maps, GIS information										
3.2	Data from Review of Existing Reports, Studies, and Mapping	Consultant	\$2,300	\$1,860	\$440	\$0																														Summary of available information pertaining to the planning corridor										
3.3	As-Built Centerline and Existing Right-of-Way Data	Consultant	\$1,150	\$930	\$220	\$0																														Google map with approx RW information shown										
3.4	Constraints Data	Consultant	\$8,169	\$7,199	\$970	\$0																														Google map with major constraints shown										
3.6	Preliminary ROW data & Cost Estimate	Consultant	\$850	\$687	\$163	\$0																														Preliminary RW Cost Estimate										
4.0	Traffic Studies																																				\$23,000									
4.1	Traffic Studies	Consultant	\$23,000	\$18,217	\$4,783	\$0																														Memo summarizing data from conceptual traffic analyses										
5.0	Perform Alternative Analysis																																				\$134,050									
5.1	Definition of Design Criteria and Development of Connectivity Concepts	Consultant	\$17,050	\$13,596	\$3,454	\$0																														Design Criterial Memorandum, Broadline concepts										
5.2	Preparation of Draft Alternatives	Consultant	\$46,950	\$38,859	\$8,091	\$0																														Draft Alternatives										
5.3	Identification of Design Exception(s)	Consultant	\$17,150	\$16,978	\$172	\$0																														Design Exceptions memorandum										
5.4	Preparation of Final Alternatives	Consultant	\$38,850	\$32,573	\$4,277	\$0																														Final Conceptual Alternatives										
5.5	Preliminary Construction Cost Estimates	Consultant	\$16,050	\$12,979	\$3,071	\$0																														Preliminary Construction Cost Estimate										
6.0	Environmental Conditions																																				\$13,550									
6.1	Environmental Conditions Report	Consultant	\$13,550	\$12,250	\$1,300	\$0																														Draft & Final Environmental Conditions Report										
7.0	Draft Corridor Plan																																				\$16,500									
7.1	Draft Corridor Plan	Consultant	\$16,500	\$13,288	\$3,212	\$0																														Draft Corridor Plan										
8.0	Final Corridor Plan																																				\$13,700									
8.1	Final Corridor Plan	Consultant	\$13,700	\$11,397	\$2,303	\$0																														Final Corridor Plan										
TOTALS			\$295,340	\$233,340	\$62,000	\$0																														\$295,340										

Reimbursement of indirect costs is allowable upon approval of an Indirect Cost Allocation Plan for each year of project activities. Provide rate if indirect costs are included in the project budget. Approved Indirect Cost Rate: _____%

Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the at least the minimum required match percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements.

EXHIBIT C
FEE SCHEDULE

FEES

Rate schedules for AECOM and our subconsultants are provided below.

AECOM Rate Schedule (For January 1 to December 31, 2015)			
Classification	Hourly Rate	Classification	Hourly Rate
Principal	\$240.00	Jr. Engineer	\$100.00
Project Manager (PM)	\$230.00	Sr. GIS/CADD/Graphics	\$120.00
Principal Engineer	\$200.00	GIS/CADD/Graphics	\$ 90.00
Sr. Engineer	\$180.00	Project Controls / Procurement	\$ 95.00
Engineer	\$145.00	Administrative Assistant	\$ 75.00
PERSONNEL CHARGES: The hourly rates (subject to yearly escalation) for various classifications anticipated for this project is provided below. Upon selection, the final project cost will be negotiated on a Time & Materials basis. All materials, supplies, document reproduction, mileage, and other direct costs will be charged at cost plus 10%.			
Environmental Science Associates, Rate Schedule			
Classification	Level I	Level II	Level III
Sr./Project Director	\$235.00	\$245.00	N/A
Sr. Assoc./Specialist	\$110.00	\$125.00	\$135.00
Assoc. (Entry / Mid-Level Staff)	\$75.00	\$90.00	\$110.00
Project Tech.	\$70.00	\$95.00	\$125.00
Regional Government Services, Rate Schedule			
Kendall Flint, Task Manager	\$150		
Steve Flint, Assistant Task Manager	\$125		
Creative Services	\$100		
Public Information Support	\$100		
Translation Services	\$100		
TJKM, Rate Schedule			
Nayan Amin	\$200		
Chris Kinzel	\$230		
Ruta Jariwala	\$190		
Lawrence Liao	\$190		
Senior Project Engineer	\$165		
Project Engineer	\$125		

EXHIBIT D

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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.

Endorsements: The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability 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 subconsultants;
- (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.

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.

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 subconsultants 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.

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 subconsultants for payments of damages to persons or property.

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 cared by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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 years after substantial completion of the project to the extent it is commercially available at reasonable rates.

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.

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

ATTACHMENT 2
BUDGET JOURNAL VOUCHER

Database
Balance Type
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD
Budget
County of Stanislaus

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE

Ledger
Budget
Category
Source
Currency
Period

* List - Text County of Stanislaus
List - Text LEGAL BUDGET
* List - Text Budget - Upload
* List - Text PW JAS
* List - Text USD
List - Text APR-16

DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
DO NOT CHANGE
ENTER AS MMM-YY (ALL CAPS FOR MMM) EX: NOV-11

Batch Name
Journal Name
Journal Description
Journal Reference
Organization
Chart Of Accounts

Text
Text JV102058
Text To set up budget for the Crows Landing C
Text
List - Text Stanislaus Budget Org
Accounting Flexfield

DO NOT CHANGE
DO NOT CHANGE

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc (6 char)	Other (5 char)	Debit Appropriation Obj/Prj/Item	Credit Appropriation Obj/Prj/Item	Line Description Text	
	1102	0040310	63280	0009624	000000	000000	00000		295340	Crows Landing Multi	
	1102	0040310	63280	0000000	000000	000000	00000		295340	Crows Landing Multi	
	0100	0016046	85850	0000000	000000	000000	00000		60000	Crows Landing Multi	
	0100	0016046	66401	0000000	000000	000000	00000		60000	Crows Landing Multi	
	1102	0040310	46600	0000000	000000	000000	00000		60000	Crows Landing Multi	
	1102	0040310	28800	0000000	000000	000000	00000		2000	Crows Landing Multi	
	1102	0040310	29715	0000000	000000	000000	00000		2000	Crows Landing Multi	
Totals:									357340	417340	

Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: To set up budget for the Crows Landing Corridor Multimodal Plan Design contract.
Board Item 2016- dated 4/19/16
StanCOG Grant, managed by Public Works ---- \$60,000 of local match from Crows Landing Airfield Lease funds and \$2,000 from StanCOG

Requesting Department Julie A Serrano	CEO <i>[Signature]</i>	Data Entry	Auditors Office Only
Prepared by 4/12/2016	Approved By Supervisor's Approval 4/13/16	Keyed by	Prepared By Approved By 4/12/16
Date	Date	Date	Date