

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

DEPT: Public Works

BOARD AGENDA #: *C-1

AGENDA DATE: June 28, 2016

SUBJECT:

Approval to Award a Contract for Engineering Services to Dokken Engineering of Folsom, California, for the McHenry Avenue Widening Phase II Project in Stanislaus County

BOARD ACTION AS FOLLOWS:

No. 2016-341

On motion of Supervisor Withrow, Seconded by Supervisor Chiesa
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Monteith

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

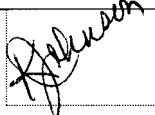
File No.

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

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-1

AGENDA DATE: June 28, 2016

CEO CONCURRENCE: _____

4/5 Vote Required: Yes No

SUBJECT:

Approval to Award a Contract for Engineering Services to Dokken Engineering of Folsom, California, for the McHenry Avenue Widening Phase II Project in Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a contract for Engineering Services to Dokken Engineering of Folsom, California, in the amount of \$783,785 for the McHenry Avenue Widening Phase II Project, Federal Project Number: STPL-5938(233).
2. Authorize the Director of Public Works to execute a contract with Dokken Engineering in the amount of \$783,785 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The purpose of the widening project is to improve the corridor to accommodate north/south interregional traffic between the cities of Modesto and Escalon and to State Highway 108 (McHenry Avenue/Patterson Road). This project will improve regional circulation, relieve existing traffic congestion, reduce traffic delays, accommodate future traffic, improve safety, promote non-motorized modes of transportation, and allow for goods movement and job development for existing and future development. The recent average daily traffic counts (ADTs) on McHenry Avenue is approximately 13,000 vehicles per day which is approaching the capacity for the existing two-lane rural roadway.

The project is located between the cities of Modesto and Escalon. Project limits are from Hogue Road to the south abutment of the McHenry Avenue Bridge over the Stanislaus River. Project improvements include widening McHenry Avenue, which is designated as a Minor Arterial road, with two through lanes in each direction and a dual left-turn median. This project is the second phase of a two-phase design project, where Phase I design was completed in 2009 by Associated Engineering, Inc. of Modesto, CA. Project limits for Phase I are from Ladd Road to Hogue Road.

Approval to Award a Contract for Engineering Services to Dokken Engineering of Folsom, California, for the McHenry Avenue Widening Phase II Project in Stanislaus County

Phase II of the widening project consists of design and environmental approval. The County solicited proposals to consultants for the McHenry Avenue Widening Phase II project on November 23, 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

On January 8, 2016, four proposals were submitted for review. All proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope and were not part of the evaluation process. A sealed fee envelope was opened only for the most qualified proposal. Below is a list of consulting firms that submitted proposals:

- Drake Haglan and Associates
- Dokken Engineering
- Hatch Mott MacDonald
- AECOM

Proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be performed;
- Project Approach;
- Experience with similar kind of work;
- Quality of staff for work to be done;
- Capability of developing innovative or advanced techniques;
- Familiarity with state and federal procedures; 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	Dokken Engineering
2	Drake Haglan and Associates
3	AECOM
4	Hatch Mott MacDonald

Public Works staff recommend awarding a contract in the amount of \$783,785 to Dokken Engineering of Folsom, California, as the most qualified consultant based on the results of the evaluation criteria.

Approval to Award a Contract for Engineering Services to Dokken Engineering of Folsom, California, for the McHenry Avenue Widening Phase II Project in Stanislaus County

The project will be funded with Regional Surface Transportation Program (RSTP) dollars and State toll credits. An Authorization to Proceed has been secured from Caltrans for the Preliminary Engineering phase of the project in the amount of \$1,206,958 (\$1,068,520 RSTP, \$138,438 Toll Credits) of which \$783,785 will be awarded to Dokken Engineering.

The project will be a single phased construction project which will begin once the second phase of the design project is complete. The scope of the project's physical improvements includes, but is not limited to:

- Provide adequate storm drain runoff control;
- Erosion abatement;
- Bridge widening and infill;
- Approach roadway modification; and
- Utility adjustments

Public Works anticipates awarding the project on July 1, 2016 and beginning the project during the summer.

POLICY ISSUE:

Public Contract Code Section 22032 requires Board of Supervisors' approval for all contracts exceeding \$175,000.

FISCAL IMPACT:

Funding for the design phase of the project is included in Public Works Fiscal Year 2016-2017 Road Projects budget.

Cost of recommended action:		\$ 783,785
Source(s) of Funding:		
Regional Surface Transportation Program (RSTP)	\$693,919	
Toll Credits	89,866	
Funding Total:		783,785
Net Cost to County General Fund		\$ -

Fiscal Year:

2016/2017
No

Budget Adjustment/Appropriations needed:

Fund Balance as of June 1, 2016

N/A

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 widening an existing corridor to enhance safety and improve traffic flow for the traveling public.

Approval to Award a Contract for Engineering Services to Dokken Engineering of Folsom, California, for the McHenry Avenue Widening Phase II Project in Stanislaus County

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Professional Design Services Agreement

ATTACHMENT 1
PROFESSIONAL DESIGN SERVICES 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 Dokken Engineering, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2016-341 adopted on the 28th day of June, 2016 awarded to Consultant the following Contract:

MCHENRY AVENUE WIDENING PHASE II
Contract No. 9216
Federal Project No. STPL-5938(233)

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 Seven Hundred Eighty-Three Thousand Seven Hundred Eighty-Five Dollars (\$783,785) 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. 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.

4.3 Completion of Agreement: This Agreement shall be completed no later than April 30, 2019, unless extended by amendment.

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: Namat Hosseinion
- 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: Chris Brady, PE, Deputy Director
Stanislaus County Public Works
1716 Morgan Road, Modesto, CA 95358

If to Consultant: Namat Hosseinion, Project Manager
Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630-4713

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

DOKKEN ENGINEERING

By: 
Richard Liptak, PE
President

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES



DETAILED SCOPE OF SERVICES

TASK 1.0 PROJECT MANAGEMENT (WBS 100)

Task 1.1 Project Management (WBS 100)

Dokken will staff the project to deliver a high quality project on time and within budget. Namat Hosseinion is the proposed Project Manager (PM), who will stay with this project from beginning to completion. Namat is a registered Professional Archaeologist licensed by the State of California with over 17 years of experience in similar projects. Namat has the responsibility and authority to act on behalf of Dokken. He will have the responsibility to deliver a quality project on time and within budget. As PM, he will have the overall responsibility of directing the project team during the development and execution of the project as well as communication with the County staff and documenting the progress and decisions made during the entire project. This involves all aspects of project management including financial performance, schedule and quality control.

Task 1.2 Project Meetings (100.10.05 & 100.15.05)

A Project "Kick-off" Meeting will be held following the Notice to Proceed. This meeting will include representatives from the County, Dokken Engineering, subconsultants and other involved agencies. The primary meeting objectives will be to present the project, its goals, review the project scope and action item list, explain the project schedule, identify key project issues, and facilitate an exchange of ideas and expectation regarding the completion of the project.

A coordination and status meeting will be held on a monthly basis or as otherwise needed to review project status, design and budget to obtain required County input, coordinate efforts, make decisions, and discuss issues that have the potential of affecting the project design, budget or schedule. Dokken will prepare all meeting notices, agendas, and minutes in consultation with the County's Project Manager. Meetings will typically be held by conference call but may also be held at the County's office.

Task 1.3 Funding Support (Optional)

Dokken Engineering will assist County in seeking/programming funds to complete the right of way, utility and construction phases of the project. The amount included in the cost proposal will be used as requested by the County and may include some of the following. It is anticipated that Request for Authorization or Allocation Requests to StanCOG may be necessary for right of way, utility and construction authorizations. For StanCOG, funding support may include fund applications, project programming request packages and periodic programming updates or reporting.

Deliverable: RFA Packages, Allocation Requests, Programming Forms or Grant Application Assistance.

Task 1.4 Right of Entry (WBS 160.30.15)

Dokken Engineering will identify all parcels for which access will be needed for survey, geotechnical and/or environmental studies. Dokken will prepare a right-of-entry letter and will submit this letter, together with the listing of owner addresses, for the County to distribute and negotiate temporary access.

Task 1.5 Quality Assurance/Quality Control

Dokken Engineering will perform independent quality reviews of all submittals to the County and Resource Agencies to ensure quick and productive review times, keeping the project on schedule. Dokken Engineering will also perform quality reviews of the construction documents to ensure consistency not only between the Plans, Specifications and Estimate, but also between the different disciplines within the Plans.

TASK 2.0 PUBLIC OUTREACH (WBS 175.10)

Task 2.1 Public Outreach (WBS 175.10)

UNICO will coordinate all aspects of public outreach including public meetings/hearings, mailers, publishing the notice of availability and follow up as listed below:

- Project mailing list – in conjunction with Dokken Engineering UNICO will develop and maintain a project mailing list of approximately 500 businesses/residents/property owners along the project corridor.
 - Deliverable – Project Mailing List database



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- Notice of Availability (NOA) of Environmental Document – UNICO will coordinate with Stanislaus County Public Information Officer to develop and publish a NOA in compliance with Stanislaus County protocol.
 - Deliverable – Notice for environmental document, ad placement in appropriate publications.
- Public Meetings – three public meetings will be scheduled for this project. The first will act as a scoping meeting at the beginning of the project/environmental process. The second will be the public hearing for the environmental document. A third meeting will be scheduled following 60% design submittal to update the community on project features/detail. Coordination for each meeting will include development/mailing of meeting notice, meeting agenda, comment card, meeting summary, and coordination of venue/logistics.
 - Deliverables
 - 3 meeting notices
 - 3 comment cards
 - 3 meeting summaries
- PDT Meetings – UNICO Public Outreach staff will attend and assist with 8 PDT meetings.

TASK 3.0 TOPOGRAPHICAL SURVEY (WBS 185, 255, & 160)

Task 3.1 Record Mapping and Control Research (160.20.25/30/35) - UNICO will research current mapping and deed documents to determine the project right of way and property boundaries. Once researched UNICO will prepare a record property and right of way base drawing showing all adjacent property lines and right of way along the project limits. These limits are along McHenry Avenue from Hogue Road to East River Road. The right of way varies in width along McHenry Avenue and approximately 17 separate parcels front the project. UNICO will also request and utilize the previous project control from the County for overall horizontal and vertical consistency. It is assumed that the horizontal control is derived from the California State Plane Coordinate System, Zone III, NAD83. It is assumed that the vertical datum is derived from NAVD88. UNICO will coordinate with the County Surveyor to determine the primary datum.

Task 3.2 Control, Boundary and Right-of-Way Surveys (WBS 185.10.50) - UNICO will perform a right of way and boundary survey of the project limits. UNICO will search for and survey record survey monuments to determine the record right of way and parcel boundaries. Once determined and resolved, UNICO will prepare an updated right of way and parcel base map containing record boundaries and recorded easements from record and field information.

Task 3.3 Topographic Survey (WBS 185.10.60) - UNICO will request and review the County's previously collected topographical survey of the roadway, particularly near the bridge transitions. UNICO will coordinate with Dokken to determine the level of effort required to supplement, if needed, for roadway approaches for bridge design. UNICO will provide a detailed survey of the McHenry Avenue Bridge over Dry Slough from the south abutment to the north abutment. Key bridge features will be located such as abutments, wing walls, rails, slabs, deck grades, and openings. UNICO will also provide cross-sections along the upstream and downstream faces of the bridge. UNICO will also provide six (6) additional cross-sections at Dokken's direction for Hydraulic purposes. UNICO will map all bridge and cross-section topography in AutoCAD format and will include appropriate labeling, 1' contours and design surface.

Task 3.4 Plat Maps and Legals Description (WBS 255.70)

UNICO will prepare plats and legal descriptions for the purpose of additional right of way, Temporary Construction Easements (TCE), or other purposes. These will be prepared to Stanislaus County standards. The exact number and location of these will be better understood upon design. However, for the purpose of this proposal, UNICO will assume the preparation of eight (8) plats and legal descriptions. As these become necessary, UNICO will request Dokken provide to us current Title Reports of each property requiring a plat and legal description.

Task 3.5 Final Mapping (WBS 255.70)

UNICO will prepare a Record of Survey of the new right of way for submittal to Stanislaus County. This may require the setting of survey monuments. UNICO will also provide a final right of way exhibit map depicting all new right of way, easements and acquisitions.



TASK 4.0 ENVIRONMENTAL DOCUMENTATION (WBS 165 & 235)

Task 4.1 General Environmental Studies (WBS 165.10)

Task 4.1.1 Preliminary Environmental Study (PES) (WBS 165.10.99)

A draft Preliminary Environmental Study (PES) Form will be prepared prior to a scheduled field visit with the County and Caltrans. The PES form will outline the recommended federal environmental documentation, technical studies, surveys, approvals, agency coordination, and permits required for the bridge and roadway project. Dokken Engineering will submit the PES Form to the County for review prior to submitting to Caltrans for approval and prior to initiating technical studies. Dokken Engineering will also organize a PES field review.

Deliverable: Preliminary Environmental Study

Task 4.1.2 Visual Impact Assessment Memorandum and Scenic Resource Evaluation (WBS 165.10.20)

Dokken Engineering will prepare a Visual Impact Assessment Memorandum to document the visual changes to McHenry Avenue and the Dry Creek Slough bridge as a result of the widening. The project's preliminary score on the Visual Impact Assessment Guide (Caltrans Standard Environmental Reference [SER] Chapter 27 Visual and Aesthetics Review) is below 14, which allows a brief visual assessment in memorandum form to be sufficient for the project. The memorandum will include the following graphics: a vicinity map, representative photographs, and a map of representative photograph locations.

Deliverable: Visual Impact Assessment Memorandum

Task 4.1.3 Noise Study (WBS 165.10.25)

Dokken Engineering noise specialists will prepare a Noise Study Report (NSR) that assesses the project's potential effects on existing and future noise conditions, including construction impacts, and will review applicable Federal (Caltrans) and County noise and land use compatibility criteria for the project area. Dokken Engineering will obtain concurrence from Caltrans and the County on model inputs, assumptions, applicable regulatory requirements to evaluate noise impacts and methodology used for the noise analysis.

Dokken Engineering will conduct a reconnaissance of the project area to determine existing land use activities, developed lands, and undeveloped lands which may be affected by noise from the project. A listing of sensitive receptors and associated noise measurement sites will be provided. The selection of sensitive receptors and noise measurement sites will follow the guidance provided in the Caltrans TeNS document. One (1) long-term measurement and five (5) short-term measurements will be taken to characterize the existing environment and to assist with model calibration.

Noise modeling will be conducted to predict current, future no-build and one (1) build alternative noise levels using the appropriate noise predictive model TNM 2.5. Prediction is based on inputs such as projected traffic volume (average daily traffic), traffic mix (percentage of truck traffic), topography and distance of the project from the receptors. Peak hour noise in the design year for the proposed project will be modeled at selected noise sensitive receptors based on forecast traffic volumes. Modeling must be adequate to accurately predict the noise levels at each of the receptors, assess the number of properties within 500 feet of the project that are impacted or will be impacted and determine the increase in traffic noise. Predicted noise impacts for the future build alternatives will be compared to the future no-build alternative to determine if a noise impact will occur. If noise impacts occur, noise abatement will be considered.

A construction noise analysis will be performed to evaluate the noise impacts during construction activities for the proposed project for California Environmental Quality Act (CEQA) evaluation. The construction noise analysis will assist in addressing whether construction activities will result in a substantial permanent increase in ambient noise levels in the project vicinity above levels without the project. For the predictive analysis, information will be obtained regarding construction sequencing, the type of construction activities that would be occurring, the type of construction equipment that will be utilized, and construction traffic haul trips to assess impacts. Maximum noise levels, expressed as Lmax at a reference distance of 50 feet will be obtained and then adjusted for the actual distance to the receptor as well as the time (or usage factor) that the equipment is predicted to produce noise. The FHWA Roadway Construction Noise Model (RCNM) will be used to predict noise levels using this methodology.



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Dokken Engineering will prepare a NSR based on the Caltrans annotated outline dated April, 2015. The NSR will be prepared in accordance with Caltrans and FHWA requirements to support the CEQA/NEPA environmental documentation. The NSR will take into consideration impacts to frequent outdoor use areas, as defined by FHWA, and recommend abatement measures as appropriate.

Deliverable: Noise Study Report

Task 4.1.4 Noise Abatement Decision Report (WBS 165.10.25)

Dokken Engineering will prepare a Noise Abatement Decision Report using soundwall feasibility information from the Noise Study Report. The Noise Abatement Decision Report will provide a recommendation for which soundwalls are reasonable based on cost and guidance from the Caltrans Traffic Analysis Protocol. The report will be prepared by a California licensed professional civil engineer and will follow the Caltrans template issued on October 2012.

Task 4.1.5 Water Quality Studies (WBS 165.10.35)

Dokken Engineering will prepare a Water Quality Assessment Report to address the potential for project impacts on water quality based on current Caltrans guidelines (Environmental Handbook Volume 1, Chapter 9, Water Quality). The report will discuss receiving waters conditions, objectives, and beneficial uses, as well as Caltrans standard best management practices (BMPs) and project design features required in accordance with the current Caltrans Statewide Storm Water Management Plan.

In accordance with the National Pollution Discharge Elimination System (NPDES) general construction activity stormwater discharge permit, applicable requirements will be identified. Likewise, compliance with Section 401 of the Clean Water Act will ultimately be necessary (water quality certification). To comply with Section 401 requirements, specific mitigation measures, including BMPs specified in Caltrans' Storm Water Quality Handbook - Planning and Design Guide, will be identified for water quality impacts that may occur during construction.

Deliverable: Water Quality Assessment Report

Task 4.1.6 Hazardous Waste Initial Site Assessments/Investigations (WBS 165.10.80)

Dokken Engineering will prepare an Initial Site Assessment (ISA) to identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Dokken Engineering will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as a hazardous waste site under state law, and will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Dokken Engineering will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Deliverable: Initial Site Assessment

Task 4.1.7 Hazardous Waste Testing (WBS 165.10.80)

Dokken Engineering's sub consultant, Crawford Inc., will collect samples of the bridge and surrounding areas and analyze them for asbestos and lead, in order to determine the level of ACM/NSHAP monitoring required during demolition of the bridge and roadway during construction. Samplers shall be appropriately trained and certified in asbestos testing. All findings and recommendations will be included within the site investigation report.

Based on our recent experience, Caltrans has been requiring additional sampling and testing during earlier phases of the environmental process, therefore Crawford & Associates, Inc (CAInc) will perform aerial deposited lead sampling and testing and preliminary pesticide sampling and testing as part of the McHenry Avenue Widening project.

The following scope of services should be updated based on the results and recommendations of the Initial Site Assessment (being completed by others).

- Obtain the required County Environmental Health Permit for our explorations
- Mark sampling locations in the field for Underground Service Alert



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- Sample 10 locations along the northbound and southbound shoulders of McHenry Avenue at an approximate 400-foot sampling interval.
- Three discrete samples (0 to 4"), (6" to 12"), (18" to 24") below ground surface will be collected from each sample location utilizing a Geoprabe rig equipped with acetate liners.
- All samples will be tested for total lead (EPA Method 6010B), and approximately 30% of the samples will be tested for soluble lead (WET procedure with EPA Method 6010B analysis) and pH (EPA Test Method 9045). All of the near surface samples (0 to 4") will be tested for pesticides (Organochlorine Pesticides Test Method 8081).
- CALnc will review and analyze the sample data, and prepare a draft report of the test results. We will submit the draft report to relevant members of the project team. Once we receive review comments, we will finalize the report incorporating the review comments, and prepare a Final Summary Report.

Assumptions:

- The samples will be collected along the shoulder of the existing roadway and if rights of entries are required they will be provided by the County
- Traffic control will consist of roadwork ahead signs and cones (no flaggers)

CALnc will perform the fieldwork after we have received the required ROEs and permits. The lab testing will be started following our fieldwork and take approximately two to three weeks to complete. CALnc will submit our draft report within five to six weeks of our laboratory testing provided we have received the required foundation data table.

Final reports will be completed within three weeks of receiving draft report comments.

Task 4.1.8 Traffic Technical Memorandum (WBS 160.05.20)

Dokken Engineering will prepare a Traffic Technical Memorandum to provide and document the data needed for the environmental air quality, noise, and Greenhouse Gas studies and analyses. Data Collection will include AM and PM Vehicle Classification Turning Movement Counts at McHenry Avenue/East River Road and McHenry Avenue/Stewart Road. As part of this effort, 24-hour vehicle classification counts will be conducted at McHenry Avenue south of Stewart Road and McHenry Avenue north of Stewart Road. Traffic forecasts will be prepared at the three identified intersections and for McHenry Avenue within the project limits for the peak hour. Forecast ADT volumes will also be developed. Vehicle classifications will be used to develop passenger car equivalent numbers (PCEs) from the raw count data. It is assumed that the County will provide forecast model data or growth rates that can be used to develop forecasts. This assumes no new forecast modelling will be performed by Dokken Engineering. The traffic analysis in the memorandum will include Level-of-Service Calculations performed at the three intersections and on the roadway segments for existing, opening day and build-out conditions. Synchro will be used. VMT and VHT/trucks will be derived based on the traffic counts, traffic forecasts and the project length. The traffic counts will have vehicle classification numbers and it will be assumed that that the vehicle mix from today will be the same in the future.

Deliverable: Traffic Technical Memorandum

Task 4.1.9 Air Quality Report (165.10.30)

Dokken Engineering will prepare an Air Quality Report following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The Air Quality Report will cite the projects' listings in the Regional Transportation Plan (RTP) and Federal Improvement Program (FTIP). Consistency with the project proposal and RTP/FTIP project description listing will be key in gaining approval. The Air Quality Report will include the attainment status of the project area and analysis of long-term operational and short-term construction impacts. As part of the report, a Particulate Matter Hot Spot Analysis Project Summary Form will be prepared and presented to the Stanislaus Council of Governments and Interagency Consultation Partners. This Interagency Consultation process will determine if the project is a Project of Air Quality Concern under U.S. Environmental Protection Agency's regulations 40 CFR 93.123 (b) (1). It is anticipated that the project will not be found a Project of Air Quality Concern based on expected traffic volumes. The Air Quality Report will also include an analysis using the Caltrans Carbon Monoxide Protocol and estimated construction emissions using the standard Roadway Construction Emissions Model.



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Deliverable: Air Quality Report

Task 4.1.10 Air Quality Conformity Analysis (165.10.30)

Dokken Engineering will prepare an Air Quality Conformity Analysis (AQCA) following the guidelines in the Caltrans Standard Environmental Reference, Chapter 11. The AQCA will include a summary of the Interagency Consultation, results of the Air Quality Report, the project's consistency with the State Implementation Plan, and identification of mitigation measures as needed.

Task 4.1.11 Farmlands Technical Memorandum (165.10.15)

Farmlands surrounding the project site are considered Prime Farmland and Williamson Act contract lands under the Federal Farmland Protection Policy Act (FPPA) and California's Farmland Mapping and Monitoring Program (FMMP). To comply with the provisions of the FPPA, consultation with the U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) will be necessary as the project will have impacts to prime farmland and lands under Williamson Act automatic renewal. To comply with provisions of the FMMP and Williamson Act, a Land Evaluation and Site Assessment (LESA) must be performed. It is anticipated that consultation under State law will not be necessary as the LESA will find the proposed project is "Not Considered Significant," thus eliminating the need for additional State agency review.

Deliverable: Farmlands Technical Memorandum

Task 4.1.12 Natural Environment Study (NES) Report (WBS 165.15.20)

Dokken Engineering will conduct field surveys and extensive literature research to assist in determining the existence or potential occurrence of sensitive plant and animal species on the project site or in the vicinity. Literature review will include federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (CDFW, 2015) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2004). In accordance with Caltrans guidelines, a list of threatened and endangered species known in the project vicinity will be obtained from the USFWS.

Dokken Engineering biologists will conduct fieldwork in order to assess the presence/absence of sensitive biological resources (e.g., species or habitats), and to determine the potential for occurrence of such resources that may not be detectable when the fieldwork is conducted. The location of any sensitive biological resources present onsite, including plants and plant communities, will be mapped. Based on initial research and experience with projects in this area, it is expected that this project could impact Swainson's hawk and Valley elderberry longhorn beetle (VELB) habitat. For optimal results, Dokken Engineering will conduct fieldwork appropriate to the season and will conduct rare plant surveys during the blooming season. This will maximize our ability to detect and positively identify sensitive species.

Dokken Engineering will prepare a Natural Environment Study (NES) consistent with the Caltrans (Standard Environmental Reference) SER that will include a description of the field methods used and the results of the biological studies of the project area. The report will list plant and animal species present, along with a general description of the plant communities occurring within the project area. If any sensitive resources are found, Dokken Engineering will prepare an exhibit showing the location of the resource and include this exhibit in the NES. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Minimization and mitigation measures will be included as necessary.

Deliverable: Natural Environment Study

Task 4.1.13 Biological Assessments (WBS 16 5.15.05) and Endangered Species Act Consultation (WBS 165.15.15 and 180.10.05.45)

The Santa Fe Avenue Bridge Replacement project may have direct and indirect impacts to federally listed species. Consultation with USFWS is anticipated regarding impacts to VELB's host plant, the elderberry shrub. Consistent with Section 7 of the Endangered Species Act, Biological Assessments will be prepared to initiate consultation with USFWS. The report will include attendance at meetings, coordination with the project team, responses to information requests, and research of mitigation options.



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After completion of the Biological Assessments, USFWS will issue a Biological Opinion regarding the specific threatened or endangered species that could incur impacts to their habitat or to the species themselves. For any State listed species, a Section 2081 Incidental Take Permit will be obtained or a consistency determination will be acquired through the CDFW Section 2080 process.

Deliverable: Biological Assessment

Task 4.1.14 Tree Survey and Mitigation Plan (WBS 165.15.05)

Dokken Engineering will complete a tree survey and will work with the County to develop a tree mitigation and management plan that is consistent with the County's General Plan and CDFW's Oak Woodland Protection Act (2014). The tree survey will be conducted by Dokken Engineering biologists and will consist of tagging and measuring all oak trees with a trunk diameter over 20 inches per CDFW guidelines.

Deliverable: Tree Survey Report and Mitigation Plan

Task 4.2 Cultural Resources Studies (WBS 165.20)

Dokken Engineering will prepare documentation in accordance with Section 106. This work will include the efforts to record archaeological and historical resources identified within the study area. A Historic Property Survey Report (HPSR) will be prepared to identify and evaluate each cultural resource in the project area and evaluate the potential for impacts this project could have on those resources. This work effort will build upon previous historic evaluations conducted by Caltrans and the County in 1996.

Task 4.2.1 Archaeological Survey (WBS 165.20.05)

Task 4.2.1 (a) Native American Consultation (WBS 165.20.05.10)

Dokken Engineering will contact the Native American Heritage Commission. The commission will provide a list of Native American groups to contact regarding this project. With County approval, Dokken Engineering will contact each tribe via certified mail. After 28 days, Dokken Engineering will follow up via telephone with those groups that have not responded to the initial letter and will document all Native American consultation efforts. The letter will provide preliminary project information and also request information on any Native American archaeological resources for tribal cultural resources within the project area, pursuant to Assembly Bill 52 (AB 52) under CEQA and Section 106 under NEPA.

Task 4.2.1 (b) Records and Literature Search (WBS 165.20.05.15)

A cultural resource records search will be conducted at the Central California Information Center, located at Stanislaus State University. The Information Center is the state-designated repository for records concerning cultural resources in the area. The records search will provide information on known cultural resources and on previous cultural resources investigations within a one-mile radius of the project area. Data sources that will be consulted at the Information Center include archaeological site and artifact records, historic maps, reports from previous studies, and the state's Historic Resource Inventory, which contains listings for National Register of Historic Places, California Register of Historical Resources, California Historical Landmarks, and California Points of Historical Interest. In addition, Dokken Engineering will complete research for the properties within the Area of Potential Effects (APE) to determine built dates for any buildings and structures.

Task 4.2.1 (c) Field Survey (WBS 165.20.05.20)

Dokken Engineering will conduct a systematic field survey of portions of the APE that are not obscured by asphalt/concrete, specifically focusing on the San Joaquin banks and terraces. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (non-Native American) archaeological materials and other potential historic resources (e.g., buildings, bridges, railroads, mines, or canals). To meet State standards, any previously unrecorded resources identified during the survey will be recorded on State of California DPR 523 forms.



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Task 4.2.1 (d) Archaeological Survey Report (WBS 165.20.05.25)

A Dokken Engineering archaeologist will prepare the archaeological portion of this document as an Archaeological Survey Report (ASR) according to Caltrans specifications. This report will describe: 1) the results of Native American Consultation, 2) research and field methods used in identifying cultural resources, 3) the archaeological and historic resources identified in the project vicinity, and 4) the potential of the project to adversely impact any archaeological or historic resources.

Deliverable: Archaeological Survey Report

Task 4.2.2 Cultural Resource Compliance Consultation Documents (WBS 165.20.25)

Task 4.2.2 (a) Final Area of Potential Effects/Study Area Maps (WBS 165.20.25.05)

Dokken Engineering will coordinate with Caltrans cultural staff to develop an APE Map for review and approval.

Deliverable: Area of Potential Effects Map

Task 4.2.2 (b) Historic Property Survey & Historic Resource Compliance Reports (WBS 165.20.25.15)

All cultural resource efforts will be completed in compliance with Section 106 of the National Historic Preservation Act (NHPA) and will follow the requirements set forth in the Caltrans Environmental Handbook Volume II, Cultural Resources and the Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it pertains to the administration of the Federal-aid Highway Program in California. A Caltrans format short form HPSR will be prepared to document all cultural findings and conclusions based on the reports below.

Deliverable: Historical Property Survey Report

Task 4.2.3 Historic Resources Evaluation Report (HRER)/Finding of Effect (FOE) (WBS 165.20.20.10)

Dokken Engineering's sub consultant, GPA Consulting, will prepare a Caltrans formatted HRER to evaluate all historic (non-Native American) resources present within the project area. Based on assessor's parcel data, there are eight (8) properties over 45 years of age adjacent to McHenry Avenue through the project area. These resources will be documented in the HRER and evaluated for its eligibility to be listed in the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). The two bridges along McHenry (38C-0032 and 38C-0002) are both included in the Caltrans State Historic Bridge Inventory as category 5: "Bridge not eligible for the National Register of Historic Places (NRHP)." As a result, they will not require evaluation in the HRER.

Deliverable: HRER/FOE

Task 4.3 Environmental Document (WBS 165.25)

Task 4.3.1 Draft Environmental Document (WBS 165.25)

Task 4.3.1(a) Draft Environmental Document Preparation.

Dokken Engineering will incorporate the purpose and need, project description, and the technical studies into the draft environmental document, and will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. Dokken Engineering has determined a draft Initial Study with Mitigated Negative Declaration (IS/MND) under CEQA and a CFR 771.117(d) list Categorical Exclusion (CE) under NEPA would be appropriate for this project. Stanislaus County will be the CEQA lead agency and Caltrans will be the NEPA lead agency. NEPA compliance will

be necessary due to the use of federal funding. Dokken Engineering has determined that an IS/MND is appropriate as all potentially significant impacts can be minimized or mitigated.



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Deliverable: Draft Initial Study with Mitigated Negative Declaration and Categorical Exclusion

Task 4.3.1 (b) Notice of Availability and Circulation of the Draft Environmental Document.

Once the draft IS/MND has been approved by the County, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. Dokken Engineering will coordinate the preparation of the distribution list with the County.

Pursuant to CEQA requirements, Dokken Engineering will prepare a Notice of Availability for the Draft IS/MND. This notice, along with the draft environmental document, will be made available at the County offices and the Public Library during a 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. During the 30-day public review period, the County will hold a Public Hearing to solicit comments about the project. Dokken Engineering will attend this hearing to answer any questions regarding the project, any potential environmental impacts, as well as the environmental schedule. All comments at this hearing will be recorded for inclusion in the final environmental document.

Deliverable: Notice of Availability/Circulation of Draft Environmental Document

Task 4.3.1 (c) Public Meeting

During the 30-day public review period, a public informational meeting will be necessary to solicit comments about the project. Dokken Engineering will prepare all material for and will attend this meeting to answer any questions regarding the project, any potential environmental impacts, as well as the environmental schedule. All comments at this meeting will be recorded for inclusion in the final environmental document.

Task 4.3.1 (d) Prepare Responses to Comments

At the close of the public review period for the IS/MND, Dokken Engineering will meet with County staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. Dokken Engineering will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the County's staff for review and comment. The County's comments will be incorporated into the response to comments document.

Deliverable: Responses to Public Comments

Task 4.3.1 (e) Prepare Final IS/MND

Following public review of the draft IS/MND, Dokken Engineering will incorporate all public comments and final mitigation measures into the final IS/MND document.

Deliverable: Final Initial Study with Mitigated Negative Declaration

Task 4.3.1 (f) Document Certification Notice of Determination and Filings

To complete the CEQA process, Dokken Engineering will file a Notice of Determination with the County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

Deliverable: Notice of Determination

Task 4.3.2 Environmental Commitment Record (WBS 235.05)

Dokken Engineering will prepare an Environmental Commitment Record, including monitoring forms, to ensure that the environmental measures contained in the IS/MND and CE are properly implemented.

Deliverable: Notice of Determination



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Task 4.3.3 NEPA Categorical Exclusion for Caltrans (150.40.55)

Dokken Engineering will coordinate with Caltrans environmental staff to prepare the NEPA Categorical Exclusion (CE). The CE will summarize the findings in the technical studies and will include a review of both state and federal standards, potential measures for any impacts, and will ensure these measures reduce all impacts below a level of significance for NEPA. A memorandum for justification of the CE will also be sent to Caltrans along with the summary of findings. The NEPA process will be completed upon obtaining Caltrans signature on the CE.

Deliverable: Categorical Exclusion

Task 4.4 Environmental Permitting (WBS 170)

Task 4.4.1 U.S. Army Corps of Engineers Permit (404) (WBS 170.10.05)

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 404 permits under the authority of the U.S. Army Corps of Engineers (USACE).

Deliverable: Section 404 Nationwide Permit

Task 4.4.2 Department of Fish and Wildlife 1600 Agreement(s) (WBS 170.10.20)

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 1602 permits under the authority of the California Department of Fish and Wildlife (CDFW).

Deliverable: Section 1602 Streambed Alteration Agreement

Task 4.4.3 Regional Water Quality Control Board 401 Permit (WBS 170.10.45)

Dokken Engineering will prepare and process an application for the permit required for compliance with Section 401 permits under the authority of the Regional Water Quality Control Board (RWQCB).

Deliverable: Section 401 Water Quality Certification

Task 4.4.4 NPDES General Construction Permit (WBS 170.10.40)

Because the total disturbed area (including staging) is anticipated to exceed 1 acre, a NPDES General Construction Activity Storm Water Permit will be required. To obtain coverage under this permit, Dokken Engineering's Qualified Stormwater Developer (QSD) will prepare the Notice of Intent (NOI) as well as the Storm Water Pollution Prevention Plan (SWPPP) and, at the CLIENT's discretion, upload these documents to the SMARTS system. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, evaluating the risk level classification of the project, preparing the required map attachments, and completing the NOI application. It is assumed that all permit fees will be paid directly by the County. A SWPPP will be prepared for use in obtaining the NPDES permit. Dokken will provide QSD services through the issuance of the Waste Discharge Identification Number.

Deliverables: NPDES General Construction Permit and SWPPP

TASK 5.0 GEOTECHNICAL INVESTIGATION (WBS 160 & 230)

Task 5.1 Coordination, Permits, and Mark for USA (WBS 160.05.10)

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

Task 5.2 Coordinate Roadway and Fill Design (WBS 160)

CAInc will meet with Stanislaus County to review preliminary and/or final design plans, and discuss the project design needs, issues and schedules. CAInc will visit the site to determine accessibility and traffic control requirements. Traffic



suspect control will consist of temporary lane closure with flagmen. We will obtain a Stanislaus County encroachment permit. We assume the County will waive the encroachment permit fee.

Task 5.3 Pavement Coring and Subsurface Exploration (WBS 160)

To measure the existing pavement structural section (AC and AB), CAInc will perform six to eight pavement cores along McHenry Avenue. Our Engineer/Geologist will direct the coring and sampling. We will record and note the current pavement condition during our fieldwork. To collect samples of the subgrade soil for R-value and other soil tests we will hand auger to depths ranging from three to five feet below existing grade within the proposed widening areas. We will deliver the subgrade samples to the laboratory for R-value testing.

CAInc will also perform three to four exploratory borings to a depth of 5 to 10 ft below the existing grade in the widening and basin locations. Our Engineer/Geologist will direct the sampling and log the borings. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to our laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow or solid stem augers. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the boring to obtain samples and blow count information. The borings will be backfilled according to the County permit requirements.

Task 5.4 Percolation Testing and Laboratory Testing (WBS 160.10)

CAInc will perform four to five infiltration rate tests within the proposed widening area. The infiltration rate depths will be determined based on the proposed site grades and the soil conditions encountered in our subsurface exploration. For this proposal we are assuming that the infiltration rate tests will be located approximately 4 to 7 ft below existing grade. An engineer or geologist from our office will perform the infiltration rate tests in the field using the falling-head test method.

CAInc will perform laboratory tests (R-value, Plasticity Index, Grain Size, and Resistivity, pH, Sulfate Content and Chloride Content) for pavement design on representative soil samples obtained. CAInc will complete Full Depth Reclamation laboratory testing to determine percent cement/lime and optimum moisture to obtain the required unconfined compressive strength result. Samples of the AC, AB, and subgrade in conjunction with admixtures will be mixed, compacted, cured and strength tested.

Task 5.5 Geotechnical and Materials Analysis & Report (WBS 230.05.70.15)

Following the results of our pavement coring and R-value testing, CAInc will analyze and present new pavement structural sections and several pavement rehabilitation options to meet the County's needs. Some rehabilitation options will include mill and overlay, full depth reclamation, etc.

Following completion of our analysis and laboratory testing, CAInc will prepare a Draft Geotechnical and Materials Report including the following:

- Project description;
- Scope of services;
- Laboratory testing;
- Corrosion Results;
- Recommended percolation rates;
- Existing pavement conditions including locations requiring replacement;
- New structural pavement sections for replacement and planned widening areas;
- Overlay Recommendations based on the existing section and assumed gravel factors;
- Full depth reclamation recommendations including treatment thickness/depth and mix design (% admixtures, moisture, etc);
- Grading and utility recommendations;
- Risk Management and Limitations
- Vicinity and Site Plan with pavement care locations.

Following receipt of all Draft Geotechnical and Materials Report comments, CAInc will prepare a Final Report.

Deliverables: Final Geotechnical Report



TASK 6.0 UTILITY COORDINATION (WBS 185 & 200)

Utility coordination will be a comprehensive effort to identify, locate, and relocate existing utilities as necessary.

Task 6.1 IDENTIFICATION: Verification Letter to Owner, Request for Drawings

Dokken will send Caltrans Exhibit 13-EX-10, "Verification Letter to Owner" (Utility "A" Letter), to all utility companies serving the project area during the preparation of preliminary engineering. The submittal will consist of a vicinity map and a County approved Exhibit 13-EX-10 requesting as-built or record information of the location, size and depth of each utility company's facilities within the project boundaries. Information regarding prior rights and planned utility construction that may affect the project will also be requested.

Deliverable: Letter to Owner Package

Task 6.2 Utility Base Map and 60% Utility Sheets

Dokken will prepare a Utility Base Map from survey and as-built utility drawings. The base map will be used to identify conflicts with the proposed roadway and bridge widening. Reports of Investigation (ROI), Caltrans form RW 13-3/LAPM 14-E, will be initiated for all utilities that respond with facilities in the project area. Files will also be set up at this time to track all correspondence with utility owners. The Utility Base Map will be updated during the project as additional information becomes available.

Deliverable: Utility Base Map in AutoCAD format

Task 6.3 Field Meetings with Utilities

Following the responses to the Letter to Owner, a meeting will be scheduled with the affected utility companies to discuss relocation or protection in place of the impacted facilities. Dokken will schedule site meetings with affected utility companies to resolve relocations and/or necessary protections during construction. It will further be clarified if relocations will be constructed by the project Contractor or by utility company forces.

Task 6.4 Utility Potholing

Dokken will subcontract to perform "potholing" of utilities that may be in conflict with the proposed project improvements. The potholing effort will determine the depth and location of utilities that may be in conflict with drainage facilities, electrical pole foundations or overhead line relocations. Up to 6 potholes will be performed. Dokken will coordinate the necessary traffic control services to perform the potholes and survey the location, depth and size of the facility once its positive location has been established. After the pothole is complete, Dokken will arrange for the roadway surface to be patched at the pathole locations. Patches must comply with County requirements or be 24" x 24".

Deliverable: Utility Pothole Location Report

Task 6.5 VERIFICATION AND CONFLICT MAPS: Relocation Claim Letter to Owner, 90% Plans

Dokken will prepare Caltrans Exhibit 13-EX-9, "Relocation Claim Letter to Owner" (Utility "B" Letters), to affected utility owners (or Notice of Conflict Letters) for County review and approval prior to transmitting the letters and draft relocation plans to utility owners. The plans transmitted will show possible utility locations through the project corridor. Two sets of draft plans will be provided to each utility owner as an attachment to the transmittal letter. The transmittal letter will clearly identify this project as a County Project. Dokken will send the plans of the 60% submittal showing the existing utility location information to the utility companies for their review and comment. This will provide notice to the utility companies of the approved alignment and will facilitate continued coordination. All utilities in conflict with the approved alignment will be highlighted with possible options for relocation. This letter will request relocation plans, cost estimates, and liability claim letter/prior rights supporting documentation, from the utilities in conflict. In the event that utilities pass through the project area but are not impacted by construction activities, a Caltrans Exhibit 13-EX-11, "No Conflicts Letter to Owner" will be sent for the owner's files.

Deliverable: Relocation Claim Letter to Owner Package



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Task 6.6 Utility Relocation Agreements

A Report of Investigation (ROI), Caltrans form RW 13-3/LAPM 14-E will be finalized for all affected utilities during this phase. Draft Utility Agreements, RW 13-5/LAPM 14-F, will be prepared for all utility relocations that will require project funding due to prior rights. Per Caltrans utility relocation requirements, the "LIABILITY PACKAGE" which includes the Report of Investigations, Notice to Owner RW 13-4/LAPM 14-D, Utility Agreement, and FHWA Specific Authorization/Approval of Utility Agreements LAPM Exhibit 17-C, will be submitted to Caltrans for approval prior to sending Notices to Owners (Utility "C" Letters).

Dokken will coordinate Utility Agreements for those utilities that are eligible for Federal reimbursement of relocation expenses due to the existence of prior legal rights governing their current location. If the utility is in public right of way via a Franchise Agreement with the County, and that utility has not been relocated in the previous 10 years, a relocation agreement is not required.

Deliverable: Utility Relocation Agreement Package

Task 6.7 RELOCATION: Notice to Owners (WBS 200.20)

Dokken will prepare Notice to Owners (Utility "C" Letters) for affected utility owners for County review and approval prior to transmitting final plans to utility owners. The letter will clearly identify this project as a County project. Two sets of final plans will be provided to each utility owner. The letter will indicate to the utility owners that these are final plans and an explanation of changes since the draft plans will be provided. A written confirmation of the utility relocations (or schedule to relocate) will be requested from the utility companies.

Deliverable: Notice to Owner Package

Task 6.8 Utility Certification for Federal Aid

Dokken will prepare the utility portion of the Caltrans Local Assistance Right of Way Certification. The utility certification will be coordinated with Caltrans until approval is obtained.

Deliverable: Project Utility Certification Approval

TASK 7.0 DESIGN SUPPORT TO COUNTY (WBS 160, 240, 250)

For the following design tasks will be performed in support of the County roadway PS&E development. The first order of work will be to verify the strategy to replace the bridge with embankment fill.

Task 7.1 Preliminary Design and Alternatives Study (WBS 160.10.85)

In coordination and concurrent with the environmental studies, Dokken will investigate alternatives for the widening or replacement of the Dry Slough Bridge, Bridge No. 38C-0002. The Structures Advance Planning Study will be developed in conformance with Caltrans Memo to Designers. The base plan for keeping the bridge in place will be to widen it on both sides with the same structure type as the existing bridge. There will be an alternative for removing the bridge and replacing it with reinforced concrete pipe under new embankment in place of the bridge. A Structures Advance Planning Study Report will be provided that includes one 11" x 17" plan sheet for each alternative that shows the bridge plan, elevation and typical section, construction cost estimate for each alternative, Life Cycle Cost Analysis for each alternative, and identifies existing bridge rehabilitation needs, construction staging, right of way needs and utility conflicts. The preferred alternative selected by the County will become the basis for the environmental study of the widening. An additional alternative may be to consider putting the northbound lanes on the new fill and retaining the existing bridge for the southbound lanes. However, this would require some minor alignment shifts.

THE REMAINING DESIGN SCOPE ASSUMES THAT THE ACCEPTED ALTERNATIVE FOR THE BRIDGE WILL BE TO REMOVE THE BRIDGE AND REPLACE IT WITH CULVERT THROUGH NEW ROADWAY EMBANKMENT.

Deliverable: Structures Advance Planning Study Report



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Task 7.2 60% Grading Design for ROW Setting and Staging (WBS 240)

Upon selection of the Dry Slough widening alternative, completion of a draft Materials Report and in coordination with the roadway design, Dokken will develop grading contours and staging plans in support of the roadway design. The limits of slopes will be delineated for determining right of way. Staging plans will be developed for maintaining one lane of traffic in each direction during construction.

The plan sheets will show the location of existing utilities, existing right of way, relocated utilities, proposed right of way, slope easements and temporary construction easements.

Upon completion of grading and staging plans, the design engineer and specification Engineer will coordinate with County staff in the development of a bid item list for the project.

Deliverable: 60% Grading and Staging Plans, Bid Item List, Draft Materials Report.

Task 7.3 90% Grading Design and Pipe Inlet/Outlet (WBS 250)

Upon receipt of review comments, completion of a final Materials Report and in coordination with the 90% roadway plan development, the grading plans will be revised and quantities will be prepared. The grading plans will now include any special inlet/outlet details or protection necessary against erosion or scour. The 90% Grading Plans and quantities will be submitted to the County and specification engineer for development of the 100%.

Deliverable: 90% Grading and Staging Plans, Quantities and Bid Item List Update, Response to Comments

Task 7.4 100% Grading Design and Pipe Inlet/Outlet Design (WBS 255)

Upon receipt of review comments from the County and specification engineer and in coordination with the 100% roadway plan development, the grading plans will be revised and quantities will be prepared. The 100% Grading Plans and quantities will be submitted to the County and specification engineer for use in the final PS&E.

Deliverable: 100% Plans and Quantities, Response to Comments

TASK 8.0 RIGHT OF WAY MANAGEMENT/COORDINATION, APPRAISAL AND ACQUISITION SERVICES (WBS 160, 225, 245, & 255)

Dokken Engineering will provide Real Estate Acquisition, Project Management and Coordination Services. The Dokken Engineering team consists of appraisers, acquisition agents, and escrow/title officers whom have provided their expertise of services for such agencies as Caltrans, Federal Highway Administration, Federal Transit Authority, California High Speed Rail Authority, local Counties, Cities and Transit Authorities.

Task 8.1 Right of Way Management/ Coordination Services (WBS 160.30.15)

As federal funding is being utilized for this project Dokken Engineering's team will work closely with Caltrans or applicable funding sources to ensure all changes regarding certification, documentation and procedures are implemented. By coordinating our efforts with Caltrans, Dokken Engineering ensures that all the current documentation and procedures are used for all right of way efforts for local public agency projects.

Dokken Engineering will complete the follow actions:

- Attain title reports, maps (engineering plans), plat maps and legal descriptions.
- Review title reports and implement solutions for items that may affect title or cause a delay in escrow
- Provide all gathered information to the appraiser and attain a detailed timeline to complete assigned task.
- Monitor progress and provide any additional information to the assigned appraiser.
- Review all reports supplied by the appraiser for quality assurance.
- Provide draft reports to the review appraiser for final review and recommendations.
- Prepare draft acquisition documentation for Agency review and approval.
- Provide final appraisal report, appraisal review, and acquisition/relocation documentation to Agency for final review.
- Prepare staff reports for approval of just compensation.
- Make offers in person to each property owner.
- Attain executed acquisition documentation from each affected property owner.



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- Provide possession documentation in lieu of purchase contracts, if necessary.
- Supply condemnation support, if required.
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance.
- Coordinate the close of escrow and provide original copies of acquisition files to the Agency.

Dokken Engineering will be available to attend meetings as the Agency determine is necessary. Project meetings to discuss the project schedule and to address challenges as they arise will be recommended. Dokken Engineering will provide a project tracking table with milestone dates to the Agency on a bi-weekly basis.

Project Tracking Table – As a component of effective project management and in an effort to keep the project on schedule and the client current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments and any additional information the client may request.

Deliverables: *Project Tracking Table*

Title – The Dokken Engineering right of way team will perform all necessary research and obtain a preliminary title report for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances with regards to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

Deliverables: *Preliminary Title Reports*

Owner Impact Maps – Dokken Engineering has the capability to generate aerial overlay maps, as shown in which can be used as a visual tool in the right of way process. These maps are a crucial tool for the appraiser and negotiator to fully understand the impacts the project has on each individual parcel. It allows the negotiator the opportunity to outline all impacts and address concerns each property owner has pertaining to the acquisition.

Deliverables: *Owner Impact Maps*

Task 8.2 Appraisal and Appraisal Reviews (WBS 255.60)

Appraisal– Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice.

Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

In some insignificant valuation situations under \$10,000 on appraisal may be waived [49 CFR 24.102(c) (2)]. Dokken Engineering will coordinate preparation of Just Compensation packages for approval.

Deliverables: *Appraisals, Waiver Valuations in Lieu of Appraisals*

Appraisal Reviews – Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Dokken Engineering's sub-consultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

Deliverables: *Appraisals Review Reports*



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Task 8.3 Property Acquisitions/Escrow Coordination/Right of Way Certification/Project Close-Out (WBS 225.65)

Property Acquisitions – After completion of the appraisal process and just compensation determination, Dokken Engineering will prepare the offer package and meet with each owner in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal detail, and property owner exhibit showing property map with right of way take locations. Dokken Engineering will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken Engineering will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Dokken Engineering will work closely with the client to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the client for review. Working with the property owners to agreeable terms will be Dokken Engineering's focus. There may be situations where condemnation is unavoidable, such as clouds in title. In the event the client will need to attain property through the condemnation process, Dokken Engineering will assist in the preparation of all necessary condemnation reports, letters, and packages.

Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

Escrow Coordination – Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken Engineering will open escrow to process the documents necessary to transfer the required right of way to the client. Fully executed agreements along with other supporting information will be provided to escrow to close each transaction. Dokken Engineering will work closely with the escrow officer to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the client for acceptance prior to recording. In the event escrow services are not required, Dokken Engineering will perform the services and record the required documentation.

Deliverables Escrow Documents and Closing Statements

Caltrans Right of Way Certification – Dokken Engineering will coordinate with Caltrans and submit all required documentation for the right of way certification, if necessary.

Deliverables: Right of Way Certification package

Project Close-Out – Dokken Engineering will review all acquisition documents for proper and complete execution, including formal acceptance. The original acquisition file for each affected parcel will be provided to the client upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation. Relocation files will include diaries, required notifications, list of available replacement site, vendors and movers, inventory, moving bids, decent safe sanitary documentation and all other correspondence pertaining to each relocation file.

Deliverables: Original Acquisition/ Relocation Files

TASK 9.0 HYDRAULICS (WBS 230 & 240)

Task 9.1 Location Hydraulic & Floodplain Study (WBS 165.10.60)

Replacement of the McHenry Bridge over Dry Slough will involve encroachment on the base floodplain. As a result, the federal guidelines provided in Executive Order 11988 - Floodplain Management require that a Location Hydraulic Study and Floodplain Evaluation Report Summary be prepared to supplement the environmental document. These studies include a hydraulic analysis that will be performed to evaluate the impact of the proposed improvements on the floodplain during 100-year flood conditions.

An existing condition hydraulic model will be developed using the model and cross sections of the adjacent Stanislaus River, obtained from the County. In the event that the Stanislaus River model does not have sufficient data to support



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the Dry Slough channel, on existing condition model will be developed using survey cross sections (12 cross sections minimum), boundary conditions from the Stanislaus River and flows developed from HEC HMS.

Based on the existing condition model, Dokken will then create Post Project models that reflect up to two hydraulically distinct bridge improvements. The results of each model will be assessed to determine the impact of each alternative on the hydraulic conveyance of Dry Slough as well as the risk to floodplain values and adjacent properties.

Dokken will prepare a Draft Location Hydraulic Study and Floodplain Evaluation Report Summary to discuss the results of the analysis and compare the impacts/risks of each project being considered. The study will include a discussion of the following items, commensurate with the significance of the risk or environmental impact:

- a) The risks associated with implementation of the action.
- b) The impacts on natural and beneficial flood-plain values.
- c) The support of probable incompatible flood-plain development.
- d) The measures to minimize flood-plain impacts associated with the action.
- e) The measures to restore and preserve the natural and beneficial floodplain values impacted by the action.
- f) An evaluation and discussion of the practicability of alternatives to any longitudinal encroachments
- g) Evaluation and discussion of the practicability of alternatives to any significant encroachments or any support of incompatible floodplain development.

This document will be submitted to the County and Caltrans for review. Comments on the draft report will be addressed and the Location Hydraulic Study will be updated and finalized.

Deliverable: *Draft and Final Location Hydraulic Study and Summary Floodplain Encroachment Report*

Task 9.2 Hydraulic Design Report (WBS 240.60)

Dokken Engineering will utilize the existing and proposed condition hydraulic models prepared for the Location Hydraulic Study to conduct a detailed hydraulic analysis for the selected project alternative. The objective of this analysis will be to evaluate the freeboard, overtopping, and stage increases using the 50-, 100- and 200-year frequencies as required by the various agencies with jurisdiction in this project area (Caltrans, Stanislaus County, and Central Valley Flood Protection Board). Dokken Engineering will use the preliminary results of this analysis to optimize the selected structure design such that upstream and downstream impacts are reduced and/or eliminated as needed to satisfy Federal, State, and local requirements. The optimization will include consideration of alternative pier types and spacing and will also consider the construction condition.

The scour analysis will consider pier, abutment, and contraction scour. The potential for aggradation or degradation will also be evaluated based on a review of any recent survey data together with historic data collected from USGS quadrangles.

Based on the results of the hydraulic and scour analyses, Dokken Engineering will prepare a Draft Hydraulic Design Report to satisfy State and local criteria. The report will be submitted to the County and Caltrans for one round of comments. During the final design phase, comments on the draft report will be addressed and a final hydraulics run for the bridge structure will be performed, incorporating any design changes made since completion of the draft report. The Hydraulic Design Report will then be updated and finalized.

Deliverables: *Draft and Final Hydraulic Design Report*

Task 9.3 Encroachment Permit from the Central Valley Flood Protection Board (WBS 170.10)

The Dry Slough under the McHenry Avenue Bridge is within the jurisdiction of the Central Valley Flood Protection Board (CVFPB) and therefore requires an encroachment permit. Early consultation with the CVFPB is especially important because this agency completes a great deal of engineering design review and is often critical of projects



PROPOSAL FOR MCHENRY AVENUE WIDENING PHASE II

ALL-INCLUSIVE ENGINEERING SERVICES – FEDERAL PROJECT NO. STPL 5938(233)

that revegetate within the floodway. Dokken Engineering's environmental and engineering teams will work closely together to complete this encroachment permit application to minimize the reviewing time required by the CVFPB.

Deliverable: Central Valley Flood Protection Board Encroachment Permit

OPTIONAL:

Task 9.4 FEMA Letter of Map Revisions (WBS 280)

Dokken will prepare a FEMA Letter of Map Revision (LOMR) in the event that the project improvements significantly change existing floodplain boundaries and water surface elevations. Dokken will provide the documentation required to submit the LOMR to FEMA. The tasks associated with this effort include the following:

- **MT-2 Forms 1, 2, and 3:** Dokken will prepare the MT-2 Forms for submittal. FEMA requires that the community (County) sign and submit the package.
- **Hydraulic Assessment:** Based on Dokken's modeling efforts, Dokken will determine the upstream and downstream tie-ins of the hydraulic model. Dokken will also formalize the bridge loss calculations and format the complete model for submittal.
- **Prepare Workmaps:** Dokken will prepare the workmaps for submittal.
- **Property Owner Notification:** Dokken will identify all parcels that are impacted by decreases to the water surface elevation or floodplain boundaries, prepare, and send the notification letters. Dokken assumes that the County will be able to provide parcel boundaries and corresponding mailing addresses in the project area to support this regulatory FEMA requirement.

Deliverable: FEMA Letter of Map Revisions

TASK 10.0 PLANS, SPECIFICATIONS, AND ESTIMATE (230, 240, 250 & 255)(OPTIONAL)

The major effort proposed in this task is the development of the project special provisions. This is a unique service we are including in this proposal to help assist the County at PS&E crunch time. We propose that an experienced Dokken specification engineer prepare the project special provisions for both the County and Dokken plans and permits. The Dokken specification engineer will provide the County a quality check for consistency between the items, names on the plans and special provisions. Our specification engineers are very familiar with County standards and with 2010/2015 Caltrans standards.

Task 10.1 Prepare Item List for 60% and Note Unique Items (WBS 230.05/35/40 & 240.85)

Dokken will prepare an item list of the project based on the 60% plans prepared by the County and Dokken. The item list will include special items of work related to environmental and anticipated permit requirements as well. The specification engineer will meet with County designers to customize the items to County's preferences, while maintaining Caltrans items to the extent feasible. A list will be prepared identifying any unique or special items that require refinement or definition in the special provision process.

Deliverable: Item List

Task 10.2 Draft Special Provisions (Entire Project) (WBS 250.55/60 & 255.20)

Dokken will prepare draft special provisions for the combined plan set from County and Dokken. The special provisions will include requirements for ground improvements, soil settlement monitoring, utility relocations, bridge removals, permit requirements, property owner deals from negotiations and all other items necessary to be addressed. The special provisions will be based on Caltrans 2010 or 2015 Standard Specifications and Standard Special Provisions.

As part of the special provision process, the specification engineer will completely review the draft plans to identify if any new items were added since the 60% item list or if callouts were added to the plans that require special provisions to address.

Deliverables: Mark up set of County Plans with special provision comments, Updated Item List, Draft Special Provisions.



PROPOSAL FOR MCHENRY AVENUE WIDENING PHASE II

ALL-INCLUSIVE ENGINEERING SERVICES – FEDERAL PROJECT NO. STPL 5938(233)

Task 10.3 Final Special Provisions (WBS 250.55/60 & 255.20)

The final special provision submittal will be assembled to address all comments from the County and Dokken staff on the draft special provisions. By this time, all permit and right of way requirements should be known and incorporated into the special provisions.

Dokken will provide response to all County, Caltrans and Dokken staff comments. If requested by the County, the boilerplate contract and bidding sections of the special provisions will be added for a complete bid package for the County of Stanislaus to advertise the project for construction. Plans and Specifications are compared a final time for consistency between the plans, specifications and estimate quantities.

Deliverable: Final Special Provisions for Bidding

TASK 11.0 BIDDING AND CONSTRUCTION SUPPORT (WBS 270, 285, & 295)

Task 11.1 Bidding Support (WBS 265.55)

Dokken Engineering will be available to assist the County through the bidding and advertising process. Dokken staff will be available for responding to bidder inquiries, either directly or through the County as determined by the County. Dokken Engineering will also be available to attend a Pre-Bid Meeting, at the County's discretion.

Task 11.2 RE File (WBS 260)

Dokken Engineering will create the Resident Engineers file per the guidelines of the Caltrans Project Development Procedures Manual and populate it with the elements of work that were completed by Dokken Engineering. Items to be included in the file will be: utility as-builts, utility relocation agreements, right of way clearance documents, the environmental permits and any special geotechnical requirements.

Deliverable: RE File with space for County additions

Task 11.3 Design and Environmental Support During Construction (WBS 285, 270.80)

Dokken Engineering will provide ongoing consultation and interpretation of contract documents, as requested. Written responses will be provided to all RFI's and supplemental or revised drawings may be issued to provide clarity to the Resident Engineer and Contractor.

Dokken Engineering will also conduct preconstruction bird nesting surveys and will prepare a report documenting the results of the survey. Dokken Engineering will coordinate the results of the report with wildlife agencies and with the Contractor. If a reduced nesting buffer is required, Dokken Engineering will help determine the appropriate buffer and will secure approval from the wildlife agencies. Dokken Engineering will conduct an environmental construction worker training and will prepare the appropriate training handout materials. If any additional environmental support services are required during construction, they will be negotiated in a separate proposal.

Task 11.4 Prepare As-Built Plans (Optional) (WBS 295.15)

Using mark-ups received from the Resident Engineer and supplemental or revised drawings from addenda or RFI's, Dokken Engineering will prepare the final record drawings. These drawings will be prepared electronically in CAD format and provided on a CD and in both full and half size copies on bond paper.

Deliverable: As-Built Plans (electronic and hardcopy)

EXHIBIT B
PROJECT SCHEDULE

EXHIBIT C
FEE SCHEDULE

Cost Proposal

McHenry Avenue Widening Phase II Project

Stanislaus County

CONTRACT No.
CONSULTANT:

Dokken Engineering

CONSULTANT COST PROPOSAL
DATE: June 9, 2016

DIRECT LABOR

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Salary Range</u>	<u>Rate</u>	<u>Total</u>
Matt Griggs	Principal in Charge	91	\$65.00 - \$85.00	\$80.00	\$7,280.00
Namat Hosseinion	Project & Environmental Manager	372	\$65.00 - \$85.00	\$75.00	\$27,900.00
Nathan Donnelly	Roadway & Utilities Project Engineer	321	\$50.00 - \$75.00	\$54.00	\$17,334.00
Marty Maechler	Structures Project Engineer	157	\$50.00 - \$75.00	\$66.00	\$10,362.00
Jamie Formico	Right of Way Manager	95	\$40.00 - \$60.00	\$50.00	\$4,750.00
Staff	Right of Way Agent	380	\$30.00 - \$50.00	\$40.00	\$15,200.00
Staff	Right of Way Assistant	25	\$20.00 - \$40.00	\$29.00	\$725.00
Rosa Griggs	Project Specifications Engineer	265	\$50.00 - \$85.00	\$57.00	\$15,105.00
Staff	Associate Engineer	396	\$34.00 - \$55.00	\$46.00	\$18,216.00
Staff	Assistant Engineer	480	\$20.00 - \$40.00	\$33.00	\$15,840.00
Staff	Traffic Engineer	120	\$50.00 - \$75.00	\$60.00	\$7,200.00
Staff	Senior Environmental Planner	239	\$32.00 - \$55.00	\$47.00	\$11,233.00
Staff	Associate Environmental Planner	526	\$25.00 - \$35.00	\$34.50	\$18,147.00
Staff	Environmental Planner	314	\$25.00 - \$35.00	\$31.00	\$9,734.00
Staff	Environmental Planner/Biologist	190	\$40.00 - \$55.00	\$28.00	\$5,320.00
Staff	Environmental Planner/Archaeologist	176	\$30.00 - \$45.00	\$34.00	\$5,984.00
Staff	Senior CADD	48	\$35.00 - \$55.00	\$53.00	\$2,544.00
Staff	Engineering Technician	44	\$15.00 - \$35.00	\$25.00	\$1,100.00
		4,239			
TOTAL - Direct Labor					\$193,974.00

INDIRECT COSTS

• Combined Indirect Cost Rate

<u>Rate</u>	<u>Total</u>
157.00%	\$304,539.18
TOTAL - Indirect Labor	
	\$304,539.18

OTHER COSTS (ACTUAL COSTS)

	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
ROW Other Direct Costs (Appraisals, Reviews, PTRs)***	1	EA @	\$51,000	\$51,000.00
Utility Potholing	1	EA @	\$30,000	\$30,000.00
Cultural Record Search	1	EA @	\$492	\$492.00
TOTAL - Other Costs				\$81,492.00

FEE (10.00%) **TOTAL - Fee** \$49,851.32

SUBCONTRACTOR COSTS

	<u>Total</u>
Unico Engineering (DBE)**	\$65,153.91
GPA Consulting (DBE)**	\$16,800.30
Crawford & Associates, Inc.***	\$71,973.92
Total Subconsultant Costs <u>\$153,928.13</u>	
Subtotal <u>\$783,784.63</u>	

TOTAL COST - NOT TO EXCEED* **\$783,785**

*Total Not To Exceed Cost Amount includes \$73,064 in Optional Costs.

**DBE Subcontractor Utilization: 14%

***DBE utilization includes \$19,831 for DBE Driller, Traffic Control, & Lab Testing under Crawford & Associates and \$8,000 for Villegas Appraisal Company (DBE).

Cost Proposal

McHenry Avenue Widening Phase II Project

Stanislaus County

CONTRACT No. _____
 CONSULTANT: GPA Consulting

CONSULTANT COST PROPOSAL
 DATE: June 9, 2016

DIRECT LABOR

Name	Role	Hours	Salary Range	Rate	Total
Staff	Senior Architectural Historian	30	\$45 - \$65	\$45.00	\$1,350.00
Staff	Architectural Historian II	158	\$35 - \$55	\$27.50	\$4,345.00
		188			
TOTAL - Direct Labor					\$5,695

INDIRECT COSTS

• Combined Indirect Cost Rate	Rate	Total
	143.44%	\$8,168.91
TOTAL - Indirect Labor		\$8,169

OTHER COSTS (ACTUAL COSTS)

	Quantity	Unit	Rate	Total
Airfare	1	EA @	\$800	\$800.00
Lodging/Meals	1	EA @	\$400	\$400.00
Miscellaneous - Copies, parking, etc.	1	Various @	\$100.00	\$100.00
Rental car	1	EA @	\$250	\$250.00
TOTAL - Other Costs				\$1,550

FEE	(10.00%)	TOTAL - Fee	\$1,386
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GPA CONSULTING TOTAL COST - NOT TO EXCEED **\$16,800**

Cost Proposal

McHenry Avenue Widening Phase II Project

Stanislaus County

CONTRACT No.
CONSULTANT:

Crawford & Associates, Inc.

CONSULTANT COST PROPOSAL
DATE: June 9, 2016

DIRECT LABOR

Name	Role	Hours	Salary Range	Rate	Total
Benjamin Crawford	Principal	41	\$55.00 - \$65.00	\$60.00	\$2,460.00
Staff	Senior Project Manger	35	\$55.00 - \$65.00	\$60.00	\$2,100.00
Staff	Project Manager	74	\$40.00 - \$50.00	\$45.00	\$3,330.00
Staff	Senior Engineer	40	\$35.00 - \$45.00	\$40.00	\$1,600.00
Staff	Project Engineer	139	\$20.00 - \$30.00	\$25.00	\$3,475.00
Staff	Drafting	15	\$30.00 - \$45.00	\$35.00	\$525.00
Staff	Project Assistant	8	\$20.00 - \$25.00	\$23.00	\$184.00
		352			

TOTAL - Direct Labor **\$13,674**

INDIRECT COSTS

• Combined Indirect Cost Rate

Rate	Total
143.00%	\$19,553.82

TOTAL - Indirect Labor **\$19,554**

OTHER COSTS (ACTUAL COSTS)

	Quantity	Unit	Rate	Total
Mileage	149	miles @	\$0.54	\$80.46
Reproduction	13	reports @	\$16.00	\$208.00
Permits	1	permit fees @	\$200.00	\$200.00
Field Supplies	153	misc. @	\$20.00	\$3,060.00
Mail & Delivery Services	4	packages @	\$10.00	\$40.00
In-house Laboratory Testing	73	various lab tests @	\$100.00	\$7,300.00

TOTAL - Other Costs **\$10,888**

FEE (10.00%)

TOTAL - Fee **\$3,323**

SUBCONTRACTOR COSTS

	Total
Woodward Drilling Co., Inc.*	\$15,039.00
CMC Traffic Control Specialist*	\$2,588.00
Sparger Technology Inc.*	\$2,204.00
Outside Laboratory Testing	\$4,704.00

Total Subconsultant Costs **\$24,535**

CRAWFORD & ASSOCIATES, INC. TOTAL COST - NOT TO EXCEED

\$71,974

*DBE Subcontractor Utilization: \$19,831

Cost Proposal

McHenry Avenue Widening Phase II Project

Stanislaus County

CONTRACT No. _____
CONSULTANT: UNICO Engineering

CONSULTANT COST PROPOSAL
DATE: June 9, 2016

DIRECT LABOR

<u>Name</u>	<u>Role</u>	<u>Hours</u>	<u>Salary Range</u>	<u>Rate</u>	<u>Total</u>
Staff	Senior Land Surveyor	168		\$45.00	\$7,560
Staff	Senior Land Surveyor	40		\$48.08	\$1,923
Staff	Staff Surveyor	76		\$66.08	\$5,022
Staff	1-Man Crew	76		\$60.11	\$4,568
Staff	Drafter	40		\$22.00	\$880
Staff	Engineer	57		\$60.00	\$3,390
Staff	Public Outreach Manager	60		\$55.00	\$3,300
Staff	Administrative Assistant	47		\$30.00	\$1,410
		<u>564</u>			
TOTAL - Direct Labor					\$28,054

INDIRECT COSTS

	<u>Rate</u>	<u>Total</u>
Safe Harbor Rate	110.00%	\$30,859
TOTAL - Indirect Labor		\$30,859

OTHER COSTS (ACTUAL COSTS)

	<u>Quantity</u>	<u>Unit</u>	<u>Rate</u>	<u>Total</u>
EDR Report	1	EA @	\$350	\$350.00
TOTAL - Other Costs				\$350

FEE (10.00%) **TOTAL - Fee** \$5,891

UNICO ENGINEERING TOTAL COST - NOT TO EXCEED **\$65,154**

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.