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

DEPT: Public Works	BOARD AGENDA #:*C-2
	AGENDA DATE: November 1, 2016
SUBJECT:	
Approval to Award a Contract for Engineering S California, for the Keyes Road and Faith Hom Stanislaus County	•
BOARD ACTION AS FOLLOWS:	No. 2016-550
On motion of Supervisor O'Brien	, Seconded by Supervisor _Withrow
and approved by the following vote.	
Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini	<u>, and Chairman Monteith</u>
Excused or Absent: Supervisors: None Abstaining: Supervisor: None	
<u> </u>	
1) X Approved as recommended	
2) Denied	
3) Approved as amended	
4) Other:	
MOTION:	

TTEST: 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 BOARD AGENDA #: *C-2

Urgent ○ Routine ⊙ AGENDA DATE: November 1, 2016

CEO CONCURRENCE: 4/5 Vote Required: Yes ○ No ⊙

SUBJECT:

Approval to Award a Contract for Engineering Services to First Carbon Solutions of Fresno, California, for the Keyes Road and Faith Home Road Intersection Signalization Project in Stanislaus County

STAFF RECOMMENDATIONS:

- 1. Award a contract for Engineering Services to First Carbon Solutions of Fresno, California, in the amount of \$176,806 for the Keyes Road and Faith Home Road Intersection Signalization Project, Federal Project Number: CML- 5938(239).
- 2. Authorize the Director of Public Works to execute a contract with First Carbon Solutions in the amount of \$176,806 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 Keyes Road and Faith Home Road intersection is located in Stanislaus County, south of the City of Ceres and north of the City of Turlock. The project limits are from 0.25 mile east and west of Faith Home Road to 0.25 miles north and south of Keyes Road. The intersection is currently controlled by an all-way stop. The heavily used intersection has an average daily traffic count of 10,694 vehicles with a truck traffic percentage of 26.47%. Of the 10,694 vehicles, 5,327 are going through the intersection during peak hours. The intersection currently has an overhead flashing beacon.

The project will consist of the installation of traffic signals and road widening to add left turn lanes in both directions along Faith Home Road. The purpose of the project is to improve air quality, reduce traffic delay, accommodate future traffic, improve safety, and promote non-motorized modes of transportation on County roads.

County staff will prepare the construction plans and specifications for the signalization and roadway widening on this project.

The County solicited proposals to consultants for the Keyes Road and Faith Home Road Intersection Signalization project on August 22, 2016.

Approval to Award a Contract for Engineering Services to First Carbon Solutions of Fresno, California, for the Keyes Road and Faith Home Road Intersection Signalization Project in Stanislaus County

The scope of design services includes:

- Project Management
- Environmental Services
- Public Outreach
- Geotechnical Investigation
- Right of Way/Utility Coordination

On September 19, 2016, only one proposal, from First Carbon Solutions, was received. The proposal was 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.

The proposal was evaluated based on the following evaluation criteria:

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

Per consultant selection procedures described in the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, Public Works provided Caltrans with justification for the use of a non-competitive negotiated consultant contract and completed the Public Interest Finding process to select First Carbon Solutions as the consultant for this project.

Public Works staff recommends awarding a contract in the amount of \$176,806 to First Carbon Solutions of Fresno, California.

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

- Installation of traffic signals at the intersection;
- Widening of Faith Home Road to provide left turn lanes in both directions;
- Approach roadway modification; and,
- Utility adjustments.

Public Works anticipates awarding the project on November 4, 2016 and beginning construction of the project in the fall of 2017.

Approval to Award a Contract for Engineering Services to First Carbon Solutions of Fresno, California, for the Keyes Road and Faith Home Road Intersection Signalization Project in Stanislaus County

POLICY ISSUE:

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

FISCAL IMPACT:

The project will be funded with a combination of Federal Congestion Mitigation and Air Quality (CMAQ) funds and County Public Facilities Fees (PFF) funds. An Authorization to Proceed has been secured from Caltrans for the Preliminary Engineering phase of the project in the amount of \$300,000, of which \$176,806 will be awarded to First Carbon Solutions.

Funding for the design phase of the project is included in the Public Works Fiscal Year 2016/2017 Road Projects budget. The total cost of the project is estimated at approximately \$1,500,000. The construction phase will be included in future budgets and will commence when the design phase is complete and funding is approved.

Cost of recommended action:		\$	176,806
Source(s) of Funding:			
CMAQ	\$ 117,871		4
PFF	58,935		
Funding Total:	 	-	176,806
Net Cost to County General Fund		\$	
			· <u></u>
Fiscal Year:	16/17		
Budget Adjustment/Appropriations needed:	No		

Fund Balance as of

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by improving traffic safety and reducing traffic congestion on the County road system.

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 with First Carbon Solutions

ATTACHMENT 1

Professional Design Services Agreement with First Carbon Solutions

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 First Carbon Solutions, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2016-550 adopted on the 1st day of November, 2016, awarded to Consultant the following Contract:

KEYES ROAD AND FAITH HOME ROAD INSTESECTION SIGNALIZATION PROJECT Contract No. 9621

Federal Project Number: CML-5938(239)

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

- 1.1 <u>Scope of Services</u>: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") 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.
- I.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 "C") 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 <u>Compliance with Laws</u>: Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.
- 1.5 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 <u>Non-Exclusive Agreement</u>: Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.
- 1.7 <u>Delegation and Assignment</u>: This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a 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 <u>Subcontracting</u>: 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 <u>Conflict of Interest</u>: 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 <u>Prohibition of Expending State or Federal Funds for Lobbving</u>: 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 <u>Debarment and Suspension Certification</u>: 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:

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

3.0 COMPENSATION AND BILLING

- 2.1 Compensation: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", 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 One Hundred Seventy-Six Thousand Eight Hundred Six Dollars (\$176,806) during the term of this Agreement. The County may retain five 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 <u>Reimbursements</u>: 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 <u>Method of Billing</u>: Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be

based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

- 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 <u>Cost Principles</u>: 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 "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.
- 4.2 Excusable Delays: Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.
- 4.3 Completion of Agreement: This Agreement shall be completed no later than December 31, 2019, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

- 5.1 <u>Compensation</u>: In the event of termination. County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in <u>Exhibit</u> "D". 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 <u>Documents</u>: In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, 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 <u>Coverage Required:</u> 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 B."

7.0 INDEMNIFICATION

- 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 <u>Duty to Defend</u>: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to

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

- 7.3 <u>Duty to Cooperate</u>: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.
- 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 <u>Designated Personnel</u>: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

a. Project Manager: Andrew Hill

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: Shoaib Ahrary, Project Manager

Stanislaus County Public Works

1716 Morgan Road Modesto CA 95358

If to Consultant: Andrew Hill, Senior Project Manager

First Carbon Solutions

7265 N First Street, Suite 101

Fresno CA 93720

- 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 <u>Confidentiality</u>: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided.

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 <u>Construction</u>: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.
- **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 <u>Waiver</u>: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of

those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

FIRST CARBON SOLUTIONS

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

COUNTY OF STANISLAUS

Matt Machado, Director

Department of Public Works

APPROVED AS TO FORM:

John P. Doering County County

Bw

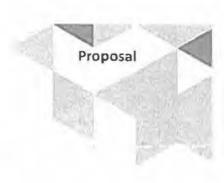
Amanda DeHart

Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

FIRSTCARBON SOLUTIONS"



Appendix B: Project Scope of Work



PROJECT PLAN

One of the most important factors in preparing legally defensible environmental documentation and efficient Caltrans coordination is a complete and accurate understanding of the proposed project/action prior to initiating environmental analyses or review. This can result in significant time and cost savings, avoiding scope creep and schedule delays. FCS will work closely with Stanislaus County staff to define the precise location and boundaries of all of the components, facilities, and associated infrastructure required to construct and operate the project, making sure that both direct and indirect impacts of all project components are addressed.

FCS Approach to Caltrans District 10 NEPA Compliance

Attend Field Review Meeting to Confirm Level of NEPA Documentation Required

FCS will attend the Caltrans field review meeting to discuss the project and confirm the level of environmental review required for NEPA clearance. This scope and fee assumes that only technical memorandums would be required. If Caltrans requires any further technical analysis, FCS will amend our scope and fee accordingly to provide the required studies.

Prepare Technical Memos (and/or other studies as required)

Based on the field review meeting with Caltrans, FCS will prepare technical memorandums as directed to address NEPA requirements. This scope assumes that technical memos would be required for traffic, noise, biological resources, and cultural resources. If Caltrans requires more extensive analysis (Natural Environment Study (NES), Archeological Study Report (ASR), etc.) FCS will revise this scope and fee accordingly.

Task 2.E: Geotechnical Analysis

Field Exploration

At this time the intent of the geotechnical study is to drill/obtain two to four R-value samples. Parikh plans explorations along the open dirt shoulder area to not affect existing traffic. The proposed drill locations will be marked in the field for conducting USA clearance. Traffic control is not expected as the work can be performed along the open dirt shoulder area. A no fee encroachment permit will be provided by the County for field operations (if required).

A truck-mounted drill rig or a jeep-mounted rig will be used to drill and obtain representative native soil samples for R-value testing. Based on our knowledge of the area, two R-value tests are assumed. The data will assist in providing design for new pavement structural sections.

Engineering Analyses and Report

Based on the Traffic Index value (to be provided by the agency), we will provide pavement deign recommendations using Caltrans standards. No Log of Test Borings are planned for the shallow borings.



The results of the fieldwork, and the pavement deign will be provided in a letter report. Parikh understands that the design will be conducted by the County staff. Due to expected granular soils in the area, a field percolation test may be replaced with providing permeability estimations based on soil classification and published data.

Task 2.D: Right of Way Services

AR/WS will provide real estate and right of way consulting, as needed, including right of way project management, appraisal, appraisal review, acquisition and relocation assistance services. Our assumed scope of work is for partial acquisitions from the frontages of up to four (4) parcels:

Right of Way Project Management

The AR/WS project manager will establish work process and schedule with the County. AR/WS will work with the County's staff to resolve problems and recommend solutions. Tasks include contract management, budget monitoring and control, and project reporting, as well as implementation and compliance with Uniform Act guidelines. The AR/WS project manager will also assist with the preparation of Caltrans Right of Way Certification for County review and approval.

Deliverables

- Ongoing Status Reports
- Draft Caltrans Right of Way Certification

Appraisal

AR/WS will prepare appraisals in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt; Caltrans Right of Way Manual; and 49 CFR, Part 24. The appraiser will invite the owner or a designated representative to accompany him/her during the inspection of the property. The appraisals will be for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320. The appraiser will issue the necessary public acquisition informational brochure to all owners.

Deliverables

- · Draft Notice of Decision to Appraise for County approval
- Appraisal Report

Appraisal Review

AR/WS will subcontract with a qualified independent review appraiser for appraisal review services. Upon receiving appraisal reports, the review appraiser will complete a review of the reports and provide comments regarding any omissions or problems with the reports. The review appraiser will schedule a field review and if needed schedule a meeting with the appraiser. They will communicate with the



County to clarify potential issues and resolve problems. Upon satisfactory completion of the appraisal reports, a review certificate report will be prepared.

Negotiation/Acquisition

AR/WS will prepare acquisition documents, including, but not limited to: offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed and public acquisition brochure. If settlement with owners and other required interests is reached, AR/WS will prepare a Memorandum of Settlement for transmittal to County. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require County written approval before implementation of any settlement agreement. AR/WS will establish with Client and County a process of coordinating escrow closings and reviewing escrow instructions. AR/WS will make every reasonable effort to acquire property on behalf of the County expeditiously through agreement with its owner and to avoid litigation. This may necessitate greater levels of effort in the negotiations phase and, where appropriate, should continue after eminent domain has been initiated.

Deliverables

- · Draft Acquisition Documents for County approval
- Memorandum of Settlement (upon settlement)
- · Notice that negotiations have reached an impasse (if needed)

Relocation Services (Not anticipated)

AR/WS will provide relocation planning and relocation advisory assistance services, as needed. Relocation Advisors will act as a liaison between the County and affected occupants. AR/WS staff will attempt to meet with each affected project occupant in order to determine occupant characteristics and replacement site needs. Research on available replacement sites in the area will provide the necessary information to determine the availability of replacement sites in the area. AR/WS will assign a relocation advisor to each affected residential household and business. The advisor will meet with each displacee to determine replacement site needs. The advisor is responsible to provide each displacee with appropriate informational notices, letters of eligibility, and other required documentation.

Attend PDT Meetings with Caltrans and County

FCS will attend up to five project design team (PDT) meetings to coordinate the design and environmental analysis to support the project. FCS will also participate in monthly conference calls and additional coordination as needed to ensure that the project stays on schedule.



FCS Approach to CEQA Review

FCS will recommend that the County prepare an initial study/mitigated negative declaration (IS/MND) to evaluate and clear the project under CEQA. Similarly, the PES form prepared by the County indicates that the project would qualify for a categorical exclusion from NEPA review, without technical studies. FCS and the County will confirm this conclusion with Caltrans as part of the field review meeting.

SCOPE OF WORK FOR CEQA ANALYSIS

Task 1: Project Initiation

FCS's Project Manager and other key team members will meet with County staff to clarify and confirm the project description, identify key contacts, discuss scheduling targets, and obtain copies of the project plans and other relevant information. A site visit will be conducted as part of the project initiation process and is assumed to occur on the same day as the kick-off meeting.

Task 2: Technical Studies

Task 2.A: Air Quality/Greenhouse Gas Emissions Analysis

FCS will provide an air quality and greenhouse gas assessment to support the IS/MND. The proposed project would entail construction activities that would emit air pollutants and greenhouse gas emissions. The project is considered an air quality improvement project as it would alleviate congestion and provide improved circulation; therefore, it is not anticipated to result in any project operational impacts. The analysis will follow guidance presented by the San Joaquin Valley Air Pollution Control District (SJVAPCD).

Air Pollutant and Greenhouse Gas Emission Estimation

Air pollutant emissions associated with construction and operation will be estimated using the CalEEMod emission model. The pollutants to be estimated include the following: reactive organic gases (ROG), oxides of nitrogen, and particulate matter (PM₁₀ and PM_{2.5}). Construction related impacts include equipment exhaust emissions, fugitive dust emissions, and ROG emissions. The project is considered an air quality improvement project as it would alleviate congestion and provide improved circulation, and as such, it is not anticipated to result in any project operational impacts. FCS will compare operational emissions to the screening criteria in the SJVAPCD Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI).

This task includes one round of comprehensive emissions modeling, which includes pre-mitigated and post-mitigated emissions modeling. Based on the project description, this scope includes up to 25 hours for modeling emissions. If the level of effort exceeds the estimated number of hours, a budget augment may be requested. Major changes to the project features, design, schedule or other parameters that precipitate revisions to the emissions modeling may also warrant a budget augment. Changes to the project that occur after completing the analysis that require re-modeling will be considered additional work that is not covered by this scope of work.



Greenhouse gas emissions from construction and operation of the project will also be estimated using the latest version of the CalEEMod emission model. The analysis will follow the SJVAPCD Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA (adopted in December 2009) to determine significance. Reduction measures identified for criteria pollutants will also be applied to greenhouse gas emissions where appropriate. FCS will assess the project's implementation of SJVAPCD best performance measures, current California greenhouse gas emission reduction strategies, including applicable solutions contained in the latest state-issued documents. If necessary, project design features and mitigation measures will be identified that would reduce greenhouse gas emissions. Sources of measures include the following: the SJVAPCD's Guidance document; CalEEMod Mitigation Component, and the California Air Pollution Control Officers Association Report, Quantifying Greenhouse Gas Mitigation Measures. The analysis will also address the recent State Supreme Court ruling on the Newhall Ranch project and will utilize currently approved methods for quantifying GHG impacts.

Odors

The analysis will assess odor exposure. There are two scenarios that result in odor exposure: when a generator of odor is constructed near a sensitive receptor, or when a sensitive receptor is placed near a source of odor or TACs. The discussion will compare the project to SJVAPCD's Screening Criteria and California Air Resources Board land-use guidance, and provide a qualitative analysis of the project's potential to generate an odor impact.

Carbon Monoxide Hotspot Analysis

The localized impact assessment will include a CO Hot-Spot Analysis. If preliminary screening indicates that potential exists for a CO hot spot, a minimum of three intersections will be evaluated. These intersections would have the highest potential for congestion using the California Department of Transportation CALINE4 and the EMFAC2014 models. If these intersections are predicted to exceed the CO standard, remaining intersections that meet the criteria for further analysis will also be modeled for CO hotspot impacts.

Mitigation Measures

Significance findings will account for project design features and other features that reduce air quality impacts and greenhouse gas impacts. For impacts identified as potentially significant, FCS will propose mitigation measures to reduce, minimize or avoid the impact. FCS will provide a significance finding before and after mitigation for all potential impacts.

Task 2.B: Phase I Cultural Resources Assessment

FCS will assess the potential for existing and undiscovered cultural resources at the project site, the results of which will be incorporated directly into the IS/MND. The Cultural Resources section of the IS/MND will detail the results of the field investigation, record searches, and any additional resources discovered as a result of the assessment. This section will include recommendations for further study



and/or mitigation within the project area, as needed. Copies of all correspondence and site survey photographs will be included in the appendices of the IS/MND. This task assumes the preparation of a separate, stand-alone cultural resources report will not be necessary. However, should significant cultural resources be discovered during the records search or pedestrian survey, an optional Site Recordation and Stand-Alone Report task line will be utilized as described below.

Record Searches

FCS will conduct a records search at the Central California Information Center affiliated with California State University Stanislaus. The record search will include a search of previous studies and identified cultural resources within the project area and a 1/2-mile radius. The National Register of Historic Places, the California Register of Historical Resources, the California Inventory of Historical Resources, the California Historical Landmarks, the California Points of Historical Interest listings, the Historic Property Data File, historic maps and photographs will be consulted along with other pertinent historic data.

A letter will be sent requesting the Native American Heritage Commission (NAHC) search their Sacred Lands File and provide recommendations on any Native American concerns and potential Tribal Cultural Resources (TCRs). From the Native American representatives list provided by the NAHC, letters will be sent to each tribal representative requesting any additional information they may have about the proposed project area. Please note that this process is for information gathering purposes in order to support conclusions made within the Phase I Cultural Resources Assessment and does not satisfy consultation requirements pursuant to Public Resources Code Sections 21080.3.1 and 21080.3.2 (a.k.a. AB 52). Additional AB 52 consultation services beyond the current scope of work are available upon request.

FCS will also attempt to locate and contact local historical societies that may have additional information about the project area, or interest in the project. A review of the geology and paleontology of the area as reported in scientific literature and a records search of the Regional Paleontological Locality Inventory at the University of California, Berkeley will be requested. All records search results and correspondence will be summarized in the IS/MND along with recommendations for any mitigation measures deemed appropriate.

Cultural Resource Field Survey

An FCS Project Archaeologist will conduct a pedestrian field survey for the project area by utilizing standard 15 meter transect intervals and will include all portions of the project area, where possible.

Initial review of historic aerials dating back to the 1940s indicate that the project area does not contain any buildings or structures that were present in 1947 and are over 45 years in age. Properties over 45 years in age are considered potential historic resources under CEQA, and may require determination as to (1) whether the property is a historic resource, and (2) whether the proposed project may cause a substantial adverse change in the significance of a historic resource.



Optional Site Recordation and Stand-Alone Cultural Resources Report

While unlikely, any previously undiscovered cultural resources will need to be initially evaluated for historic significance and recorded on appropriate Department of Parks and Recreation (DPR) forms. The property may have already been evaluated for historical resources through a previous survey or analysis, however FCS cannot determine, prior to completion of the records search or field survey, the need for recordation or the number of additional sites to be recorded.

If historic properties or cultural resources are found within the project area, and if completion of DPR site forms is required, the Optional Site Recordation task will be utilized. Should initial evaluation reveal that a more detailed evaluation or historic context statement is required to properly record the resources, a stand-alone cultural resources report will be written to accompany the initial study.

It is currently assumed that no building/structure will require evaluation and subsequent recordation on DPR forms, but that a stand-alone report will not be required. Recordation costs are highly dependent on what is found, but \$500 is the minimum charge for recording previously unrecorded sites and historic structures. The minimum charge increases to \$1,000 should a stand-alone report be required.

Task 2.C: Noise Analysis

FirstCarbon Solutions will prepare a noise impact analysis for the proposed project, in response to the Initial Study Checklist questions. The noise impact assessment will include analysis of potential short-term construction and long-term operational noise impacts to nearby noise-sensitive receptors.

To evaluate the proposed project's potential noise impacts, the assessment will identify applicable noise regulations and thresholds of significance. The existing noise conditions at the project site will be documented through traffic noise modeling and ambient noise measurements (up to three short-term measurements) to establish the baseline daytime ambient noise environment conditions. The potential noise and vibration impacts associated with project construction will be quantified, and mitigation measures consistent with best management practices will be included as needed. A quantitative assessment of noise impacts from vehicular trips along the project alignment will be performed. Mitigation measures to reduce any potential long-term operational noise impacts will be identified as needed.

This technical analysis for potential noise impacts will be directly incorporated into the IS/MND, with noise monitoring readouts and modeling data being placed in the appendices. This task does not include the preparation of a separate, standalone noise study.

Task 2.D: Transportation Analysis

Data Collection

Fehr & Peers will collect typical weekday AM (7:00 to 9:00 AM) and PM (4:00 to 6:00 PM) intersection counts (including: vehicles, heavy trucks, pedestrians, and bicycles) at the following study intersections:



- 1. Keyes Road/Faith Home Road
- 2. Keyes Road/Jessup Road

In addition, 72-hour classification count (vehicles and heavy trucks) will be collected at the following roadway segments:

- 1. Keyes Road east of Jessup Road
- 2. Faith Home Road north of Keyes Road

Fehr & Peers will also conduct field reconnaissance to inventory transportation and circulation facilities in the study area. The latest available five-year collision history will also be collected from California Statewide Integrated Traffic Records Systems (SWITRS) database.

Deliverables

Existing conditions traffic count data and latest available collision history data.

Existing Conditions Analysis

Fehr & Peers will determine the existing AM and PM peak hour Level of Service (LOS) and 95th percentile queue lengths at the two study intersections listed in Task 1. The Synchro/SimTraffic 9.0 software will be used for the intersection operations analysis. The Synchro/SimTraffic 9.0 software is consistent with the analysis methods presented in the 2010 Highway Capacity Manual (2010 HCM). The application of microsimulation (e.g. SimTraffic) is proposed to evaluate the study intersections as a system and accurately assess the effects of heavy trucks on intersection delay and queuing.

Fehr & Peers will also conduct an Existing Plus Project AM and PM peak hour intersection analysis assuming the proposed traffic signal at the Keyes Road/Faith Home Road intersection.

Future Year Traffic Volumes

The new Tri-County Model that was developed for the 2014 Stanislaus Regional Transportation Plan/Sustainable Communities Strategies (RTP/SCS) will be used to develop design year (20 years after opening year) AM and PM peak hour traffic demand forecasts at the study intersections. Daily traffic forecasts will also be developed for the study roadway segments listed in Task 1. Fehr & Peers assumes that adjustments to the Tri-County Model network and land use are not required to develop the forecasts. A peak hour traffic signal warrant evaluation will also be performed for Existing and Design Year conditions to verify the need for the proposed traffic signal at the Keyes Road/Faith Home Road intersection.

Future Year Analysis

The traffic forecasts developed in Task 3 will be used to update the existing Synchro traffic analysis models (AM and PM peak hour) under No Project and one Project Alternative for the design year. The same metrics presented under Existing conditions will be presented for each of the future analysis scenarios to



allow for a thorough comparison of the potential benefits of the proposed project. The 95th percentile queue length analysis results will provide the team with the desired turn pocket lengths to avoid turn pocket overflow. The analysis results from this task will be used to support the project purpose and need.

Documentation

Fehr & Peers will summarize results from Task 1 through Task 4 in a stand-alone Draft Technical Memorandum and submit to the project team for one round of review and written comments. Fehr & Peers has budgeted up to 4 hours to respond to written comments and prepare the Final Technical Memorandum. We will submit the Final Technical Memorandum in both hard copy and electronic format. It is anticipated that the results in Final Technical Memorandum will be incorporated into the Environmental Document by others.

Deliverables

· Draft Technical Memorandum and Final Technical Memorandum.

Meetings

 Fehr & Peers will attend one in person meeting as directed by the consultant team and participate in up to two (2) 1-hour teleconference meetings. Fehr & Peers can participate in additional meetings on a time and materials basis.

Task 3: Administrative Draft Initial Study/Mitigated Negative Declaration

In accordance with the State CEQA Guidelines and County CEQA Procedures, FCS will prepare an Administrative Draft IS/MND for staff review to assess whether the project will have any potentially adverse environmental impacts and to identify measures for eliminating or reducing potential impacts to a level that is less than significant. The IS/MND format will include a discussion of each Environmental Checklist impact category and will be adequately supported by documentation. The following issues will be evaluated in the IS/MND:

- Aesthetics, Light, and Glare (Design Guidelines and lighting standards)
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- · Geology, Soils, and Seismicity
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials (Airport Overlay and Comprehensive Airport Land Use Plan)

- Hydrology and Water Quality
- Land Use
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Utility Systems



Deliverables

• One (1) electronic version (via email) of the Administrative Draft IS/MND to the County

Task 4: Screencheck and Draft Initial Study/Mitigated Negative Declaration

Following receipt of the comments on the Administrative Draft IS/MND, FCS will complete revisions and prepare a Screencheck Draft IS/MND for final review. FCS will also prepare the Notice of Availability (NOA) and Notice of Completion (NOC). Note that this scope of work assumes only one round of comments and revisions to the Administrative Draft IS/MND. Should hours spent on this task exceed the cost identified herein, FCS will coordinate with the County regarding the need for additional funds to ensure implementation of all comments in the Screencheck. FCS also assumes that comments and revisions to the Screencheck Draft IS/MND will be minor. Upon approval of the Screencheck Draft IS/MND, FCS will finalize the Draft IS/MND.

FCS will provide fifteen (15) copies of the Draft IS/MND and the NOC form to the State Clearinghouse to formally commence the 30-day review period. FCS will prepare and distribute copies of the Draft IS/MND to responsible agencies.

Deliverables

- One (1) electronic version (via email) of the Screencheck Draft IS/MND to the County
- Ten (10) hard copies (appendices on CD), and one (1) CD of the Draft IS/MND to the County
- Fifteen (15) CDs of the Draft IS/MND to the State Clearinghouse (including appendices)

Task 5: Final Initial Study/Mitigated Negative Declaration

FCS will prepare formal responses to comments received by the County on the Draft IS/MND. This scope of work assumes fifteen (15) hours of staff time to prepare the Response to Comments portion of the Finals IS/MND document. This task includes submittal of a draft set of responses for review and comment by County staff, as well as one set of revisions in response to staff comments. Given the high level of uncertainty with respect to the volume and complexity of such comments, an initial budget allocation has been established for this task, assuming fifteen (15) hours of combined FCS professional staff time; however, this may need to be adjusted based on the volume and complexity of comments received.

Deliverables

 One (1) electronic version (via email) of the Administrative Draft Responses to Comments to the County

FCS will compile the Final IS/MND, which will include Responses to Comments and Errata. FCS will reproduce the Final IS/MND in hard copy format and on CDs.



Deliverables

. Ten (10) hard copies, and one (1) CD of the Final IS/MND to County

Task 6: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP), pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the Draft IS/MND. This comprehensive MMRP will provide the County with a single source of reference to the full range of mitigation measures to be implemented, to ensure achievement of the impact avoidance envisioned in the IS/MND. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. Copies of the MMRP will be included in the Final IS/MND submittal.

Deliverables

. Email PDF and MS Word version of the MMRP to the County

Task 7: Notices

FCS will prepare the NOA, NOC, and Notice of Determination (NOD). The NOA and NOC will be provided for County review prior to release of the Draft IS/MND for public review. The NOD will be provided to County staff for filing with the Stanislaus County Clerk's Office within 5 business days of IS/MND certification. As indicated in this scope of work, the County will be responsible for filing the Notice of Determination and paying the associated filing fees.

Task 8: Meetings

This scope of work assumes that, FCS's Project Manager will attend up to five (5) PDT meetings in addition to the kick-off meeting identified in Task 1. FCS will also attend three (3) public meetings: a Community Meeting to explain the project and solicit input, as well as the Planning Commission and Board of Supervisors meetings at which the IS/MND will be considered for adoption. A not-to-exceed budget has been established to cover attendance at the meetings. If the County requests additional meeting attendance by FCS staff, or if the amount of time involved in these meetings exceeds the initial budget allocation, FCS will notify the County of the additional costs and obtain authorization for the extra meeting time.

Optional Task: The Community Meeting is not a requirement of CEQA, therefore is treated as an optional task. It is at the discretion of the County. If the Project is not considered controversial, then the County could follow the traditional CEQA process and simply consider public comment during the 30-day public review period. If the County wishes to solicit input from the community during the design phase, FCS can provide complete meeting design and facilitation services at a local venue to disseminate information about the project and solicit input.

Task 9: Project Management

In addition to the research, analysis, communications, and report writing tasks described above, FCS will perform a variety of project management duties to ensure that the IS/MND meets the County's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with County staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. These services also will include ongoing support to the County, such as providing input to staff reports, regular schedule updates, and discussions of technical issues. This task assumes twenty-five (25) hours of staff time.

SUMMARY OF PROJECT PLAN

As requested by the RFP, the following summary table organizes the Project Plan tasks under the applicable Caltrans Work Breakdown Structure (WBS) tasks that fall under the Project Approval and Environmental Documentation (PA&ED) phase of the Caltrans WBS structure.

WBS is typically used for larger highway projects, rather than the Local Assistance process that is typically utilized for local roadway projects. Nevertheless, we have utilized the WBS system to reflect our potential work products.

WBS Number	WBS Task	FCS Summary of Tasks					
100	Project Management	Supervision and oversight of project to ensure quality products are provided or time and within budget					
160	Perform Preliminary Engineering Studies and Draft Project Report	Caltrans Coordination—to confirm additional studies required					
165	Perform Environmental Studies and Prepare Draft Environmental Document	_					
165.10	General Environmental Studies	As needed					
165.10.15	Community Impact Assessment	If required					
165.10.20	Visual Impact Assessment	If required					
165.10.25	Noise Study/technical memo	If required					
165.10.30	Air Quality Study/technical memo	If required					
165.10.35	Water Quality Study	If required					
165.10.65	Paleontological Study	If required					
165.10.70	Wild and Scenic Rivers Coordination	if required					
165.10.80	Hazardous Waste Initial Site Assessments/Investigations/technical memo	if required					
165.15	Biological Studies/technical memo	if required					

FIRSTCARBON SOLUTIONS

WBS Number	WBS Task	FCS Summary of Tasks
165.20	Cultural Resources Studies/technical memo	if required
165.25	Prepare Environmental Document	Prepare Categorical Exemption
170	Permits, Licenses, Agreements, and Certifications (PLACs) and Route Adoptions during PA&ED component	Compliance with applicable regulatory permitting requirements
170.10	USACE/USFWS/RWQCB regulatory permitting and agency coordination	If required

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - (Not required if consultant provides written verification it has no employees)
- 4. **Professional Liability** (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County	
Chief Executive Office – Risk Management Divis	sion
Ву:	
Name:	
Title:	
Date:	

EXHIBIT C

PROJECT SCHEDULE

Schedule - October 4, 2016

Task	Work Tasks/Milestones	Estimated Duration	Estimated Date November	
1	Attend Caltrans Field Review Meeting (confirm extent of technical review required for NEPA clearance)	Month I		
2	Complete NEPA studies	Month 1-3	January	
3	Geotechnical Analysis	Month 1-2	December	
4	Right of Way Services	TBD	TBD	
5	Air Quality / Greenhouse Gas Studies	Month 2-3	January	
6	Cultural Resources Assessment	Month 2-3	January	
7	Noise Analysis	Month 2-3	January	
8	Transportation Analysis	Month 1-3	January	
9	Submit Admin Draft ISMND	Month 1-3	January	
10	County review of Admin Draft ISMND	Month 4	February	
11	Screencheck and Draft ISMND and Notice of Completion (NOC)	Month 5	March	
12	30-day review period	Month 6	April	
13	Submit Admin Final ISMND and MMRP	Month 7	May	
14	County review of Admin Final ISMND and MMRP	Month 7	May	
15	Publish Final ISMND and MMRP	Month 8	June	
16	Meetings and Notice of Determination (NOD)	TBD	TBD	

EXHIBIT D

FEE SCHEDULE

	Stanislaus County - Department of Public Works Keyes Road and Faith Home Road Intersection Subconsultants																				
		DARECTOR	PROJECT MANAGER	ENVRICHMENTAL	BIOLOGICAL AMALYST	No. 8 OLOGICAL Anal YS?	SCHOR AIR GUALITY Abel yst	AME CUALITY AUALYET	BR 11CCSE ANALYSE	MCISÉ ANALYST	SELECTE OCCUT	Catural analyst	WORD PROCESSING	OIK CRAPHICS		Associated Right of Way	Postra	Misc. Diract Costs	TOTAL LABOR HOURS		TOTAL
10 Sk	[l .	<u>l</u>	l										Parikh	2	불				
<u> </u>	TASK DESCRIPTION	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	1 2	₹	"		HRS	LABOR	COST
<u> </u>	RATE	\$240	\$150	575	\$110	\$180	\$145	\$90	\$140	290	\$135	\$95	\$95	\$95						\$	
1	Project Management and Classity Assurance	8	24															\$1,000	32		\$6,520
Z	Californa Headings and County Meetings	- 0	32																40	-	\$6,720
3	Propers Technical Mindres States												12	8					20	\$1,990	\$1,900
2,1	Treesportation																\$15,000			\$8,000	\$16,500
32	Geological								Ĺ						\$7,960					\$7,960	\$8,756
3.3	Right of Way					ĺĬ										\$63,200				\$63,200	\$69,520
3,4	Biological (assumes lectrical mestic)				12	4									1		l i		16	\$2,040	\$2,040
3.5	Cultural Resources (California Technical memo)										12	4							16	\$2,000	\$2,000
	Cultural Resources (CECIA)										12	36							48	\$5,040	\$5,040
	Air Guaity/GHS (Californs Technical Memo)						12												20	\$2,460	\$2,460
	Air Quality/GMG (CEQA)						46	20											- 66	\$8,470	\$8,470
. 34	Name (Californ Technical Memo)		I						12	0							l		20	\$2,490	\$2,400
3.5	House (CEGA)								24	30			[54	\$6.060	\$6,060
4	Property CECIA ISANIC - Admin Creft	a	40	120									40	16					224	\$22,240	\$22,240
- 5	Property CEOA ISMNO - Public Draft	4.	_ 20	40									6	4					74	\$7,910	57 <u>910</u>
- 8	Prepare CEGA (SMPQ) - Final Document	2	6	24				_					2						36	\$3.670	\$3 670
	MARP		2	4															6	\$600	\$600
	Direct Cods																			\$4,000	\$4,000
	TOTALS	30.	126	188	12	4	58	28	36	38	24	40	60	28				\$1,000	672	\$160,190	\$178,806

At FCI Se was lawn, for wee, \$150 SEA

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