

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: August 8, 2017

SUBJECT:

Approval of an Agreement with HDR Construction Control Corporation to Perform Construction Management Services for the Santa Fe Avenue over Tuolumne River Bridge Replacement Project

BOARD ACTION AS FOLLOWS:

No. 2017-438

On motion of Supervisor Olsen, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: Olsen, Withrow, Monteith, DeMartini, and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended


2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

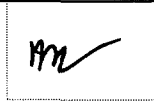
File No.

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

DEPT: Public Works

Urgent

Routine



BOARD AGENDA #: *C-2

AGENDA DATE: August 8, 2017

CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval of an Agreement with HDR Construction Control Corporation to Perform Construction Management Services for the Santa Fe Avenue over Tuolumne River Bridge Replacement Project

STAFF RECOMMENDATIONS:

1. Award a contract to HDR Construction Control Corporation of Sacramento, California, for Construction Management Services for the Santa Fe Bridge over the Tuolumne River Project.
2. Authorize the Director of Public Works to execute a contract with HDR Construction Control Corporation in the amount of \$1,552,955.19 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to extend the agreement if deemed necessary.
4. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Santa Fe Avenue Bridge over the Tuolumne River is a major north/south arterial road near Empire. The bridge is located approximately 1.0 miles south of State Route 132 and serves as a link between the Empire and the City of Hughson. The bridge serves approximately 10,000 vehicles per day with 10% of those vehicles being trucks.

The Santa Fe Avenue Bridge was built in 1947 and is currently rated by Caltrans as functionally obsolete. Additionally, the bridge is deemed to be seismically deficient and therefore does not meet current seismic design standards. As a result Caltrans has determined that replacement of the bridge is a more feasible option than retrofitting the bridge to meet current seismic and geometric design standards.

The current structure is narrow having a width of only 24 feet curb to curb and allows for two travel lanes with no shoulder on either side. The proposed replacement structure will have two 12 feet travel lanes, 8 feet shoulders, and a 12 feet center median lane to accommodate safe turning movements to and from existing driveways located at both ends of the bridge.

Approval of an Agreement with HDR Construction Control Corporation to Perform Construction Management Services for the Santa Fe Avenue over Tuolumne River Bridge Replacement Project

To ensure that this large-scale project is constructed to state and local standards, within budget and on schedule, it is imperative that Public Works hire a construction management consultant with specific knowledge and experience in constructing projects of this type.

On October 27, 2016, Public Works advertised a Request for Proposals for Construction Management Services for the project.

On November 18, 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:

- Caltrop Engineering
- HDR Construction Control Corporation
- Harris & Associates
- NV5

Proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be done
- Experience with a similar kinds of work
- Quality of staff for work to be done
- Demonstrated ability to follow LAPM/Construction Manual in administration of Federal Aid Projects
- Financial responsibility
- Demonstrated technical ability

In addition, the Evaluation Committee held interviews with the top two ranking firms; HDR Construction Control Corporation and NV5, because their individual scores separated them by only one point. The interviews were based on the following criteria:

- Schedule
- Perceived problems / pitfalls
- Top 5 reasons to hire your firm

After review of the proposals and the interview results, Public Works staff ranked them based on the above criteria in the following order.

1. HDR Construction Control Corporation
2. NV5
3. Harris & Associates
4. Caltrop Engineering

Subsequent to the evaluation process and due to Federal Funding requirements for contracts in value over \$1 million, a Caltrans conformance audit was required for this project. This audit

Approval of an Agreement with HDR Construction Control Corporation to Perform Construction Management Services for the Santa Fe Avenue over Tuolumne River Bridge Replacement Project

process began in February 2017 and took three months to complete. Staff received a conformance letter from Caltrans on May 2, 2017.

Public Works staff recommends awarding a contract in the amount of \$1,552,955.19 to HDR Construction Control Corporation of Sacramento, California, as the most qualified consultant based on the results of the evaluation criteria.

The project is tentatively scheduled to begin construction in August 2017 and will be completed in December of 2019.

POLICY ISSUE:

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

FISCAL IMPACT:

Total construction management services for the project are approximately \$1,552,955.19. These services are funded with Federal Highway Bridge Program (HBP), Local Seismic Safety Retrofit Program (LSSRP), and Local Match (Public Facilities Fees). Funding to cover this project is included in the Fiscal Year 2017-2018 Adopted Proposed Public Works Road Projects Budget.

Cost of recommended action:		\$ 1,552,955
Source(s) of Funding:		
HBP	\$ 1,364,196	
LSSRP	50,360	
Local Match - Public Facilities Fees, Fund 2401	138,399	
Funding Total:		<u>1,552,955</u>
Net Cost to County General Fund		<u><u>1,552,955</u></u>

Fiscal Year:	2017-2018
Budget Adjustment/Appropriations needed:	No

Fund Balance as of May 31, 2017	
Public Facilities Fees, Fund 2401	\$ 5,041,524

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 replacing a functionally obsolete bridge that connects a major arterial road.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

Approval of an Agreement with HDR Construction Control Corporation to Perform Construction Management Services for the Santa Fe Avenue over Tuolumne River Bridge Replacement Project

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. HDR – Construction Management Agreement

ATTACHMENT 1

HDR CONSTRUCTION MANAGEMENT AGREEMENT

COUNTY OF STANISLAUS

Construction Management Consultant Services Agreement

THIS AGREEMENT is made and entered into on this 8th day of August, 2017, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and HDR Construction Control Corporation, hereinafter referred to as "CONSULTANT".

Project Information

Name:	Santa Fe Bridge over the Tuolumne River
Federal Project Number:	BRLS-5938(188)
State Bridge Number:	38C-0003
County Contract Number:	9254
Consultant's Compensation:	\$1,552,955.19
Estimated Start Date:	August 8, 2017

Scope of Services

Construction Management - Santa Fe Avenue Bridge replacement project.
Complete details are in Section 2 – Exhibit A: Scope of Services

Contract Provisions

Section 1:	Caltrans Mandatory Fiscal and Federal Provisions
Section 2:	Stanislaus County Provisions
	Exhibit A: Scope of Services
	Exhibit B: Insurance Requirements
	Exhibit C: Project Schedule
	Exhibit D: Fee Schedule

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

SECTION 1 CALTRANS MANDATORY FISCAL & FEDERAL PROVISIONS

Article IV Performance Period

A. This contract shall go into effect on **August 8, 2017**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on **September 30, 2020**, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

Article V Allowable Costs and Payments

A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY'S approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$1,552,955.19**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT'S fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billed. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Mark Hamblin, PE
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$1,552,955.19**.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

Article VI Termination

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is **One Million Five Hundred Fifty-Two Nine Hundred Fifty-Five** dollars.

Article VII Cost Principles and Administrative Requirements

A. 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 cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

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

Article VIII Retention of Records

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

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the

contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

Article X Subcontracting

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY 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 LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

Article XI Equipment Purchase

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

Article XII State Prevailing Wage Rates

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Article XIII Conflict of Interest

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

E. Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

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

Article XV Prohibition of Expending Local Agency, State, or Federal Funds for Lobbying

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of 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 Contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative Contract.

2. 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 Contract; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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.

C. 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.

Article XVI Statement of Compliance

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

Article XVII Debarment and Suspension Certifications

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by

any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

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

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

SECTION 2 STANISLAUS COUNTY PROVISIONS

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 "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 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 – 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

3.1 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 Million Five Hundred Fifty-Two Thousand Nine Hundred Fifty-Five and 19/100 (\$1,552,955.19)** 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 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 "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 September 30, 2020, 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 "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 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 B."

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: Steve Hiatt, PE, SE
- b. ~~Lead/Manager:~~

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

Mark Hamblin, PE
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant

Steve Hiatt, PE, SE
HDR Construction Control Corporation
2379 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

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; and,
4. Section 2/Stanislaus County Provisions shall prevail over Section 1/Caltrans Mandatory Fiscal & Federal Provisions.

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.

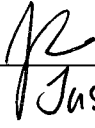
(Signatures on Following Page)

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

COUNTY OF STANISLAUS

HDR CONSTRUCTION CONTROL CORPORATION

By: _____
Matt Machado, Director
Department of Public Works

By: _____

Jason Tom, VP
HDR-CC

APPROVED AS TO FORM:
John P. Doering
County Counsel

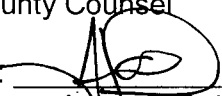
By: _____

Amanda DeHart
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES



Task 2 - Construction Management Services During Construction

Task 2.1 - Project Coordination and Correspondence

Interaction with Resident Engineer, Designer, Permit Agencies, Utility Companies, and Other Agencies – Our Assistant Resident Engineer will serve as the primary contact to the Resident Engineer for coordination among the contractor, the permit agencies, the utility companies, the public, and the HDR team, including materials testing and construction staking provided by HDR.

Progress Meetings – HDR will hold weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. Monthly meetings to specifically discuss scheduling will also be held to identify work completed and activities planned for the upcoming month. We will keep minutes of the meetings, assign action items/responsibilities and document project trends.

Document Control – When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork—to inform, to change, to expedite, and to provide a permanent record. HDR will serve as the focal point responsible for the coordination of the required documents. All contract files will be maintained in accordance with Caltrans Local Assistance Procedures as outlined in both the Construction Local Assistance Procedures Manual and the Caltrans Construction Manual.

Task 2.2 - Schedule Management, Progress Meetings, and Reports

The HDR team will review both the construction baseline schedule and monthly schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the Logic Network and the activity input durations and relationships for reasonableness of the sequence and the duration of the activities. Should the progress as compared to the planned schedule slip, HDR will formally notify the contractor of schedule slippage. HDR will also confirm that the contractor updates of construction schedule incorporate actual progress, weather delays, and change order impacts. Key schedule

items include submittals, utility relocation work, and the Bridge working window. When needed, HDR will negotiate time extensions due to change orders, weather, and other delays to protect the County's best interest.

Project Report – A monthly status report will be prepared and submitted to the Resident Engineer. The report will include: (1) progress to date; (2) status of submittals and change orders; (3) potential claims; and (4) progress pay estimates.

Task 2.3 - Payment Recommendations

- At the beginning of the contract, the initial bid item schedule of values will be reviewed for reasonableness.
- HDR will review any lump sum items, which have schedule of values, for reasonableness.
- HDR will perform independent quantity calculations for contract item work completed and due on a monthly basis. This will be compared to any progress payment requests provided by the Contractor, to ensure we are paying the proper amount each month. This will be forwarded to the Resident Engineer for approval and processing.

Task 2.4 - Submittals Management

Contract provisions identify specific items to be provided by the contractor which are subject to review. HDR will establish a list of required submittals, including materials to be installed, and shop fabrication plans. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt, and monitored to assure timely response. HDR will then review these submittals. HDR will coordinate with the project designer for submittals that need their input, such as girder shop drawings. HDR will coordinate the reviews to ensure consistency and completeness.

Task 2.5 - Requests for Information (RFIs)

HDR will manage contractor-requested design clarifications during construction. The status of RFIs will be accounted for in our RFI log. HDR will respond to RFIs related to construction issues and transmit design-related RFIs to the designer and copy the County's Resident Engineer. If necessary, we will conduct meetings with the contractor and other parties to discuss and resolve requests for information. RFI responses will be presented in writing to the contractor by HDR.



Task 2.6 - Change Orders

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Our review of CCOs will include:

- Keep the County informed on status of all CCOs;
- Maintain a log of proposed CCOs, indicating action dates and status;
- Identify source of potential CCO (owner-directed, unforeseen site conditions, etc.);
- Determine if the condition is actually a changed condition and document if valid;
- Coordinate with the Resident Engineer and the design team regarding impacts to the design;
- Independently evaluate cost and schedule impacts of CCO, and document findings;
- Determine if extra working days are warranted due to schedule critical path impacts;
- Evaluate contractor's CCO cost estimate and schedule impacts and negotiate as necessary;
- Prepare CCO documentation for Resident Engineer and contractor signatures;
- Prepare and incorporate the CCO into the progress payment breakdown;
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

Task 2.7 - Construction Observation/ Inspection Services

Our Structures Representative and inspectors will develop Daily Inspection Diaries for documentation of the project for extra work billings, contract disputes, differing site conditions, and "Record Drawings". Our inspection services will:

- Provide day-to-day written inspection reports on all work performed by the contractor;
- Document work performed, manpower, and extra work through daily diaries;
- Schedule quality assurance material testing with BSK and coordinate corrective measures as required for failing materials;

- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor;
- Perform quantity calculations based on completed work for Progress Payments;
- Take and organize progress photos of the work and field conditions;
- Prepare punch list and update "Record Drawings" as the work progresses;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner;
- Schedule construction staking with Morton and Pitalo.

Task 2.8 - Claims Management

As Assistant Resident Engineer, Thor will be responsible for evaluating, logging, and preparing documents and supporting evidence for all claims during the construction period. If a claim is submitted, the County Resident Engineer will be notified immediately. Each claim and supporting documents will be assembled into a report and submitted to the Resident Engineer for their review and use. HDR will work toward a timely resolution of the claim with the contractor whenever possible. Status of any outstanding claims will be included with the weekly report. We will be available to provide additional support if further actions are required after the contract is complete. Claims resolution work, if any, is typically handled in the post-construction phase, and will be performed by HDR as an extra work item due to the indeterminate amount of time and effort required.

Task 2.9 - Utility Coordination

The timing of relocation of the PG&E gas line, Modesto Irrigation District and Turlock Irrigation District utilities, plus the AT&T and Charter Communication communications lines will be extremely important in order to keep the project on schedule. Our Assistant Resident Engineer will take a proactive approach in verifying that the utility companies are scheduling, coordinating, installing, and relocating utilities before or during the construction contract. HDR will hold a coordination meeting between the contractor and the utility companies prior to beginning work to establish relationships, protocol for coordinating the utility work, and confirming the utility company schedules.

Task 2.10 - Labor Compliance Services

HDR will review the Contractor certified payrolls, subcontractor requests, and DBE records to check for



compliance per the California Department of Industrial Relations and contract document requirements. HDR will review and coordinate all contractor and subcontractor certified payroll manpower utilization reports and compare them against the Inspector's Daily Diaries. HDR will verify that the contractor has conformed to the contract Disadvantaged Business Enterprise requirements. To verify that the prime contractor is performing his required share of the work, HDR will review the contractor's subcontracting request forms. The inspector will perform contractor and subcontractor employee interviews following State and Federal guidelines once a month. HDR will also verify that the contractor posts all specified posters, notices, and wage determinations at the job site.

Task 2.11 - Record Drawings

The contractor will be required to submit monthly updates of the record drawings. The Assistant Resident Engineer will maintain our own independent record drawing to confirm the Contractor's drawings are accurate. This is also addressed in Post Construction Services.

Task 3 - Public Outreach

During construction, the Public Outreach program will continue to include consistent and clear communications delivered through ongoing stakeholder coordination and the use of online tools to broaden the reach. This includes maintenance of the project's contact database and webpage as well as the information hotline. The Public Outreach program, complimented by strong construction management, will allow Stanislaus County to maintain and build stronger relationships with constituents while delivering a brand new bridge.

Throughout construction, the following activities/tools will also be implemented:

1. Ongoing Stakeholder Coordination

Continued communications with stakeholders and the general public through each of the construction stages will help alleviate potential issues and incidence responses. HDR will continue to partner with key local and regional stakeholder organizations and advocates to share project information. Examples of coordination and communication activities include:

- Preparation of key email blasts
- Project promotion and construction updates (in organization publications and through organization social media accounts such as posting and/or sharing)

- Addition of project website link or graphic on organization websites
- Presentations to established organization members
- Distribution of construction-related materials to organization members

2. Construction Notices (Monthly e-Newsletter / Constructions Alerts)

Once construction begins, HDR will work closely with the Resident Engineer and Construction Management team to identify communications opportunities and the appropriate tools to utilize as work progresses through stages. Depending on the activity, HDR may chose to use a traffic alert, door hanger, flyer/letter, etc., to distribute in-person, via e-blast and on the website. In addition, the e-Newsletters would continue to be electronically sent each month to the entire stakeholder database.

3. Media Relations Support

During construction, HDR will continue to provide support to the County's Public Information staff to promote to the local media key milestones such as traffic switches, alerts or other staging information and project completion.

4. Grand Opening Ceremony

At the conclusion of construction, HDR will work closely with the County to plan and implement a grand opening ceremony to celebrate the new bridge. The event will allow County Staff and elected officials the opportunity to share project success and thank the community for their patience during construction. The onsite event will be promoted to the surrounding community for participation.

Task 4 - Traffic Management Coordination

The Assistant Resident Engineer will hold a traffic control meeting with the contractor, the County, and the outreach team prior to implementation of each Motorist Information Plan for detours and Traffic Handling Plan for stage construction. Additional meetings will be held for contractor developed traffic control plans for specific items of work such as final lift paving. The meetings will discuss traffic control implementation with an emphasis on public safety, minimizing traffic impacts, and conveying effective motorist public outreach. HDR will confirm that all plans conform to the California Manual of Uniform Traffic Control Devices.

HDR will perform services also noted in the RFP under Task 4, which are not stated above.



Task 5 - Environmental Coordination

Thor will initiate the environmental coordination with a preconstruction meeting involving all the permit agencies, the Resident Engineer, and the design engineer. The intent of the meeting is to formalize all parties knowledge/awareness of the conditions of the permits, and discuss any possible work period deviations. This will initiate good early dialogue between the actual field representatives whom will be working on and reviewing the construction project.

Sarah Holm, Dokken Engineering's environmental coordinator, working as a subconsultant to HDR, will take the lead for the environmental documentation of the specific mitigation measures to avoid and minimize impacts to biological resources. Items that Sarah will manage include:

Task 5.1 - Preconstruction Services

Task 5.1.1. Review Mitigation Monitoring Plan (MMP) and Environmental Commitment Record (ECR)

Dokken Engineering will do a final review if the MMP and ECR to ensure all appropriate actions have been completed and that the Contract plans and specifications comply with the MMP, ECR and regulatory permit requirements.

Task 5.1.2 - Bat Exclusion Plan Review and Approval

Dokken Engineering will review and comment on the contractor's bat exclusion plan. Dokken Engineering will share the plan with the California Department of Fish and Wildlife (CDFW) and will coordinate with the County, CDFW, and contractor until a plan is accepted by all.

Task 5.1.3 - Preconstruction Biology Surveys

5.1.3.1 - NESTING BIRDS

Dokken Engineering's biologists will conduct all required preconstruction nesting bird surveys. Within 2 weeks of the start of construction, swallows and migratory nesting bird preconstruction clearance surveys will be conducted. Surveys will be consistent with agency approved survey methods. Should any swallows or migratory nesting birds be found during preconstruction survey efforts, Dokken Engineering will coordinate the construction contractor to implement an appropriate construction buffer from the nesting site. If an adequate buffer is not feasible, Dokken Engineering will coordinate with the appropriate

regulatory agencies and the construction contractor to identify a solution to minimize construction interruptions. This scope does not include installation of exclusion devices on the existing Santa Fe Bridge. It is anticipated that the construction contractor will be responsible for installation and maintenance of swallow exclusion measures. This scope includes two seasons of nesting bird surveys and nesting coordination, 2017 and 2018.

5.1.3.2 - SWAINSON'S HAWK

Dokken Engineering's biologists will conduct all required Swainson's hawk (and raptor) nesting surveys. Within 2 weeks of the start of construction, a preconstruction survey, in accordance with CDFW Swainson's hawk survey protocol (2000), of suitable nesting habitat within and adjacent to the project shall be conducted to determine if nesting Swainson's hawks are present. If any nesting activity is observed, Dokken Engineering will coordinate with the Resident Engineer and appropriate wildlife agencies. This scope includes two seasons of Swainson's hawk nesting surveys, 2017 and 2018.

Task 5.2 - Construction Monitoring Services

Task 5.2.1 - Environmental Awareness Trainings

Dokken Engineering's environmental team will conduct environmental awareness trainings during construction to inform project proponents and personnel of pertinent commitments outlined in the Environmental Commitment Record (ECR). Environmental trainings will include specific project information for each resource and will be given in accordance with the appropriate agency standards.

Special consideration will be given to avoidance of special status species and the necessity to avoid elderberry plants.

All workers will be informed during the worker education program of the importance of preventing spills and of the appropriate measures to take should a spill occur. Supporting materials containing training information will be prepared and distributed. This scope includes two seasons of environmental awareness trainings, one as the initial comprehensive training (2017), and the second for new and continuing workers (2018).

Task 5.2.2 - General Construction Monitoring

Construction monitoring will be conducted periodically throughout construction. Special focus will be given to



ESA fencing installation and initial ground disturbing construction activities. In addition, to ensure compliance with the National Marine Fisheries Service's (NMFS) Section 7 Consultation for sensitive fish (spring-run Central Valley Chinook salmon and Central Valley steelhead), the Dokken Engineering team of biologists will monitor any disruptive in water work.

HDR and Dokken Engineering will notify agencies of the start of construction and the results of the preconstruction surveys. Periodic monitoring for sensitive species will be conducted for the duration of work. Should a protected wildlife species be found during these monitoring efforts, Dokken Engineering will coordinate with the Assistant Resident Engineer and appropriate wildlife agencies.

During the construction period, Dokken Engineering's biologist will periodically inspect construction areas to ensure that elderberry shrubs adjacent to the project site are not damaged. Additionally, Dokken Engineering's biologist will monitor the elderberry ESA fencing, elderberry signage, and the required protective sheeting to block construction dust and debris to make sure it is in compliance with the project's USFWS Biological Opinion.

Dokken Engineering will provide compliance oversight for HDR, Stanislaus County and the construction contractor with measures of the project's Environmental Commitment Record (ECR). The ECR is a compilation of agency permit and Environmental Document commitments that the County is obligated to implement in order to receive project approval. Throughout construction, the project biologist will monitor the site to ensure project proponents are complying with all ECR measures and will coordinate with the Assistant Resident Engineer to remediate any potential non-compliance. At project completion, the bound and signed ECR document will be provided to the County and Caltrans as a record of project compliance.

Task 5.2.3 - Bat and Swallow Monitoring

Dokken Engineering's biologists will monitor bat and swallow exclusion netting/devices installation and periodically evaluate the condition and maintenance of the exclusion netting/device. It is anticipated that there will be a 2017 monitoring of bat exclusions and a 2018 monitoring of swallow exclusions and coordination for CDFW approval. If there are any problems with the bat exclusion, Dokken Engineering biologists will develop solutions and will coordinate with resource agencies.

Construction on the existing bridge is planned to occur during the swallow nesting season. During 2017, it is anticipated that work will take place immediately adjacent to active swallow nests. As required by CDFW, Dokken Engineering biologists will be onsite during the 2017 nesting season (through September) to monitor the nests to ensure they are not disrupted by nearby construction. Monitoring is anticipated to occur for approximately 10 hours a week. If the swallows are significantly disrupted, Dokken Engineering will work with CDFW and the contractor to develop alternative methods to minimize disturbances. These could consist of hanging a barrier, timing certain work activities, or creating a buffer. We will strive to create solutions that have minimal effects to the contractor. It is anticipated that the swallows will not be disrupted by construction.

Prior to the 2018 nesting season, the contractor will remove all inactive swallow nests and will be responsible for keeping all structures nest free. This will require the active removal of partially constructed nests. Dokken Engineering's biologists will monitor the nest removals and will provide assistance with agency coordination if any active nests are established within the project area.

Task 5.2.4 - Protected Fish Species Exclusion

To avoid project impacts to sensitive fish, a team of Dokken Engineering's biologists will slowly walk downstream three times with a seine net the width of the channel, in order to encourage any fish to move out of the channel to downstream habitat. The fish exclusion work will take place prior to the installation of cofferdams and any de-watering programs.

Task 5.3 - Regulatory Permits & Agency Coordination

Task 5.3.1 - Permit Reporting and Notifications

In compliance with permit reporting requirements: Section 401 Water Quality Certification, Section 404 Nationwide Permit Authorization, Section 1602 Streambed Alteration Agreement (op-law), and Central Valley Flood Protection Board Encroachment Permit, Dokken Engineering work with HDR to submit a notification of project construction, the project schedule, photographic documentation of pre- and post- project construction conditions, mitigation monitoring reports, and a Final Project Report (including as-built drawings, photographs, plan view drawings and documentation of permit deviations) to the



County Resident Engineer to forward to the applicable permitting agencies.

Task 5.3.2 - Permit Amendments

If necessary, Dokken Engineering can assist with any needed applications to extend permits and/or request approvals for unanticipated changes during construction.

Task 6 - Quality Assurance Testing

HDR will follow guidelines in the Caltrans Construction Manual and Contract Specifications for materials testing incorporated in the work. Materials will either be tested in the field or will come in the form of manufactured materials. BSK is our Caltrans certified materials testing company. Materials will be accepted for use in the work as follows:

Field Material Testing – HDR will coordinate with our materials testing subconsultant, BSK, for all field material testing. Test results will be logged. Failed tests that require additional work or replacement will be documented in the log and filed, as will retests. Only work with passing materials tests will be accepted. These tests include:

- Portland Cement Concrete: Compression, Sieve, and SE
- Asphalt Concrete: Sieve, SE, Density and AC Content
- Aggregate Base: Compaction
- Native Material Subgrade: Compaction
- Embankment/Structural Backfill: Compaction, Material Conformance

Manufactured Materials – Manufactured materials will be accepted on confirmation by the Assistant Resident Engineer of the materials' conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and visual observation/inspection. For the bridge elements manufactured offsite, HDR can provide source inspection at the manufacturing plant. Source inspection items include:

- Welded Column Hoops
- Precast Piles
- Bearing Pads
- Joint Seal Assemblies

CIDH Pile Testing - Earthspectives will perform gamma gamma testing on wet hole CIDH piles. Tests will identify

the location of anomalies in the pile, if any. Should anomalies be present, EarthSpectives has the ability to perform cross-hole sonic testing to provide additional information on the specific location of the pile defect.

Task 7 - Construction Surveying

HDR's subconsultant, Morton and Pitalo, shall perform all construction layout, control, and reference staking for completion of the project, including but not limited to, control stakes for line and grade reference, final grade, bridge staking, slope staking, in conformance with the Caltrans Survey Staking guide for the Contractor's use. We shall need 48 hours notice for each staking request from the Contractor.

Right of Way staking will be performed utilizing the project plans. Full property line surveys are not planned under this contract.

In addition to the construction staking and ROW staking which relates to the contract plans, Monument staking and topographic surveys can be performed for the County upon request. All work shall be performed under the direction of a land surveyor licensed by the California Board of Professional Engineers and Licensed Land Surveyors.

Task 8 - Storm Water Pollution Prevention Plan (SWPPP)

HDR will perform Water Quality Monitoring and Storm Water Prevention Plan (SWPPP) conformance. All SWPPP activities will be conducted in accordance the General Permit and Stanislaus County's MS 4 permit. In addition, the Contractor's SWPPP will be fully reviewed for conformance with the RWQCB, NMFS, Army Corp of Engineers and Department of Fish and Wildlife Permits. Our Assistant Resident Engineer is a Qualified SWPPP Developer and Practitioner and will perform these reviews, with possible assistance from HDR staff. Responsibilities include:

- Assist the County with submittal of the Notice of Intent and the Notice of Termination;
- Review the Contractor's SWPPP for conformance with the General Permit, Stanislaus County MS4 permit, and the Clean Water Act and Porter Cologne;
- Uploading the required SWPPP documents into the Storm water Multi Application Reporting and Tracking System (SMARTS);



- Review of BMP which managing storm water run-off and run-on controls;
- Confirming turbidity and pH permit conformance for in-water activities independently, in addition to the Contractors tests, as requested.
- Reviewing the Rain Event Action Plan (REAP) 48 hours prior to a rain event developed by the Contractor;
- Monitoring Requirements Adherence Numeric Action Levels are enforced (NTU, pH);
- View "Discharge" location within 24 hours of each Rain Event;
- Cite illicit discharges, if any;
- SWPPP is a living document and needs to be continually updated and documented.

Task 10 - Post Construction Services

Task 10.1 - Perform Final Inspection/ Issue Notice of Completion

Items to be corrected or furnished by the construction contractor before project acceptance will be put in the form of a punchlist as the work nears completion. HDR will facilitate the development of the punchlist, with participation by major stakeholders, including the County, the Designer, and affected agencies. Upon satisfactory completion of all elements of construction, HDR will submit a Notice of Final Completion to the contractor, thus relieving him from further maintenance. Upon our issuance of final acceptance, we will receive the contractor's warranty letter, review it for compliance with the contract documents, and submit it to the County.

Task 10.2 - Prepare Final Payment Request

After acceptance, HDR will prepare a proposed final estimate (PFE) for the Resident Engineer. Prior to submitting the PFE, we will would plan to meet with the contractor to attempt to finalize agreement of contract item quantities, and any outstanding extra work bills which may have be denied by the County and HDR, yet protested by the Contractor. Should the contractor still object to the PFE, we will assist the County in negotiating final settlement with the contractor and process the final estimate.

Task 10.3 - Deliver Final Project Documents

Review and Submit "Record Drawings" - At a project's completion we will receive the contractor's prepared "Record Drawings" and perform a final review for completion against our own Record Drawings.

Deliver Project Files - Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the numbered filing system and delivered to the County.

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 \$2,000,000 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 appropriate to the Consultant's profession, with limits not less than \$2,000,000 per occurrence or claim, If an aggregate limit applies, either the aggregate limit shall apply separately to this project or the limit shall be \$4,000,000.

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 Division

By: _____

Name: _____

Title: _____

Date: _____

Professional Services 2016

EXHIBIT C
PROJECT SCHEDULE

Schedule - Two Seasons

Activity Name	Start Date	End Date	Activity Name	Start Date	End Date
SFTU01 - Santa Fe Ave Bridge	488 01-Feb-17	17-Jan-19			
SFTU01.1 PRECONSTRUCTION	185 01-Feb-17	15-Jul-17	15-Jul-17, SFTU01.1 PRECONSTRUCTION		
HDR Notice to Proceed	1 01-Feb-17	01-Feb-17	HDR Notice to Proceed		
Advertise & Award	45 01-Jun-17	15-Jul-17	Advertise & Award		
SFTU01.2 CONSTRUCTION	375 17-Jul-17	17-Jan-19			
SFTU01.2.1 Stage 1	188 17-Jul-17	18-Apr-18	18-Apr-18, SFTU01.2.1 Stage 1		
Mobilize & SWPPP, Surveys	15 17-Jul-17	04-Aug-17	Mobilize & SWPPP, Surveys		
Embankment & Access Roads	15 07-Aug-17	25-Aug-17	Embankment & Access Roads		
Embankment Settlement	30 26-Aug-17	24-Sep-17	Embankment Settlement		
Install Trestle	20 28-Aug-17	25-Sep-17	Install Trestle		
Construct Abut 1 & 4 Foundation & Stems	39 26-Sep-17	21-Nov-17	Construct Abut 1 & 4 Foundation & Stems		
Install Shoring for CIDH Piles	5 07-Aug-17	11-Aug-17	Install Shoring for CIDH Piles		
CIDH Piles - Install	10 14-Aug-17	25-Aug-17	CIDH Piles - Install		
CIDH Piles - Testing	10 28-Aug-17	11-Sep-17	CIDH Piles - Testing		
Construct Columns - Piers 2 & 3	10 12-Sep-17	25-Sep-17	Construct Columns - Piers 2 & 3		
Temporary Falsework Installation	10 22-Nov-17	07-Dec-17	Temporary Falsework Installation		
Stem & Soffit	15 08-Dec-17	29-Dec-17	Stem & Soffit		
Deck (also includes utility casings)	15 02-Jan-18	23-Jan-18	Deck (also includes utility casings)		
Prestressing (10days after deck placement)	2 02-Feb-18	05-Feb-18	Prestressing (10days after deck placement)		
Remove Temporary Falsework	10 06-Feb-18	21-Feb-18	Remove Temporary Falsework		
Bridge Backwalls, etc	10 06-Feb-18	21-Feb-18	Bridge Backwalls, etc		
Road Work	40 22-Feb-18	18-Apr-18	Road Work		
Utilities - Relocate	40 22-Feb-18	18-Apr-18	Utilities - Relocate		
SFTU01.2.2 Stage 2	178 02-May-18	17-Jan-19			
Switch Traffic (striping, etc)	2 02-May-18	03-May-18	Switch Traffic (striping, etc)		
Mobilize, SWPPP, Access	10 04-May-18	17-May-18	Mobilize, SWPPP, Access		
Remove Exist. Bridge (outside limits of water)	20 18-May-18	15-Jun-18	Remove Exist. Bridge (outside limits of water)		
Abutments 1 & 4 Construction - Stg 2	25 18-Jun-18	23-Jul-18	Abutments 1 & 4 Construction - Stg 2		
Pier CIDH & Columns - Stg 2	25 18-Jun-18	23-Jul-18	Pier CIDH & Columns - Stg 2		
Remove Exist Piers (within water limits)	15 22-Jun-18	13-Jul-18	Remove Exist Piers (within water limits)		
Temporary Falsework - Install	15 24-Jul-18	13-Aug-18	Temporary Falsework - Install		
Stem & Soffit - Stg 2	15 14-Aug-18	04-Sep-18	Stem & Soffit - Stg 2		
Deck - Stg 2	12 05-Sep-18	20-Sep-18	Deck - Stg 2		
Prestressing (10d after deck Placement)	2 01-Oct-18	02-Oct-18	Prestressing (10d after deck Placement)		
Remove Temporary Falsework & Trestle	14 03-Oct-18	23-Oct-18	Remove Temporary Falsework & Trestle		
Bridge Backwalls, etc.	10 24-Oct-18	06-Nov-18	Bridge Backwalls, etc.		
Deck Closure Pour	2 07-Nov-18	08-Nov-18	Deck Closure Pour		
Road Work	30 09-Nov-18	26-Dec-18	Road Work		

Santa Fe Bridge over the Tolueme River

Pre-construction / Constructability Review and Construction Management / Construction Inspection Services



EXHIBIT D
FEE SCHEDULE

HDR CM Team Cost Proposal																
Stanislaus County - Construction and Post Construction - BRLSZ-5938(188)																
Stage 1																
Build Substructure																
Settlement																
Position	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total Hours	Rates	Cost Summary	
Larsen	Asst RE						100	100	100	100	40	20	460	173.30	\$ 79,718.00	
Ellsworth	Struct Rep						168	168	168	168	120	0	792	152.95	\$ 121,136.40	
Inspector 1 *	Inspector 1 *						0	0	0	0	0	0	0	-	\$ -	
Inspector 2 *	Inspector 2 *						0	0	0	0	0	0	0	-	\$ -	
Johnson (**)	Office Engineer						40	40	40	40	40	10	210	85.90	\$ 18,039.00	
Truck Hours							268	268	268	268	160	20				
Truck Rate/Hr							7.21	7.21	7.21	7.21	7.21	7.21				
Trucks							1,932.28	1,932.28	1,932.28	1,932.28	1,153.60	144.20			\$ 9,026.92	
Stage 1																
Build Bridge																
Demo																
Position	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Total Hours	Rates	Cost Summary	
Larsen	Asst RE	20	20	20	20	40	60	80	80	80	80	60	60	620	180.23	\$ 111,742.60
Ellsworth	Struct Rep	0	0	0	0	20	168	168	168	168	100	100	1060	159.07	\$ 168,614.20	
Inspector 1 *	Inspector 1 *	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
Inspector 2 *	Inspector 2 *	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
Johnson (**)	Office Engineer	10	10	10	10	20	40	40	40	40	20	20	300	89.33	\$ 26,799.00	
Truck Hours		20	20	20	20	60	228	248	248	248	160	160				
Truck Rate/Hr		7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21				
Trucks		144.20	144.20	144.20	144.20	432.60	1,643.88	1,788.08	1,788.08	1,788.08	1,153.60	1,153.60			\$ 12,112.80	
Stage 2																
Build Bridge																
Position	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Total Hours	Rates	Cost Summary	
Larsen	Asst RE	20	20	20	40	80	80	80	80	80	80	80	740	187.44	\$ 138,705.60	
Ellsworth	Struct Rep	0	0	0	20	80	168	168	168	168	80	40	1060	165.43	\$ 175,355.80	
Inspector 1 *	Inspector 1 *	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
Inspector 2 *	Inspector 2 *	0	0	0	0	0	0	0	0	0	0	0	0	-	\$ -	
Johnson (**)	Office Engineer	10	10	10	40	40	40	40	40	40	40	20	370	92.91	\$ 34,376.70	
Truck Hours		20	20	20	60	160	248	248	248	248	160	120				
Truck Rate/Hr		7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21	7.21				
Trucks		144.20	144.20	144.20	432.60	1,153.60	1,788.08	1,788.08	1,788.08	1,788.08	1,153.60	865.20			\$ 12,978.00	
Post Construction																
Position	Jan-20	Feb-20	Mar-20	Total Hours	Rates	Cost Summary										
Larsen	Asst RE	60	20	20	100	194.94	\$ 19,494.00									
Ellsworth	Struct Rep	20	0	0	20	172.05	\$ 3,441.00									
Inspector 1 *	Inspector 1 *	0	0	0	0	-	\$ -									
Inspector 2 *	Inspector 2 *	0	0	0	0	-	\$ -									
Johnson (**)	Office Engineer (**)	60	0	0	60	96.62	\$ 5,797.20									
Truck Hours		80	20	20												
Truck Rate/Hr		7.21	7.21	7.21												
Trucks		576.80	144.20	144.20		865.20										
HDR Subconsultants:																
							Hour	Rate	Amount							
HDR Engineering - Year 2	PM						10	279.20	\$ 2,792.00							
HDR Engineering - Year 2	Accounting						24	110.55	\$ 2,653.20							
HDR Engineering - Year 2	Public Outreach						63	218.54	\$ 13,768.02							
HDR Engineering - Year 2	Public Outreach						154	136.86	\$ 21,076.44							

HDR CM Team Cost Proposal													
Stanislaus County - Construction and Post Construction - BRLSZ-5938(188)													
HDR Engineering - Year 2	Public Outreach										132	108.41 \$	14,310.12
HDR Engineering - Year 2	Public Outreach										62	63.19 \$	3,917.78
HDR Engineering - Year 2	Public Outreach										135	81.80 \$	11,043.00
HDR Engineering - Year 3	PM										30	290.36 \$	8,710.80
HDR Engineering - Year 3	Accounting										48	114.98 \$	5,519.04
HDR Engineering - Year 3	Public Outreach										12	227.28 \$	2,727.36
HDR Engineering - Year 3	Public Outreach										48	142.33 \$	6,831.84
HDR Engineering - Year 3	Public Outreach										24	112.75 \$	2,706.00
HDR Engineering - Year 3	Public Outreach										13	65.72 \$	854.36
HDR Engineering - Year 3	Public Outreach										58	85.07 \$	4,934.06
HDR Engineering - Year 4	PM										34	301.98 \$	10,267.32
HDR Engineering - Year 4	Accounting										48	119.58 \$	5,739.84
HDR Engineering - Year 4	Public Outreach										12	236.37 \$	2,836.44
HDR Engineering - Year 4	Public Outreach										48	148.03 \$	7,105.44
HDR Engineering - Year 4	Public Outreach										14	117.26 \$	1,641.64
HDR Engineering - Year 4	Public Outreach										15	68.35 \$	1,025.25
HDR Engineering - Year 4	Public Outreach										62	88.47 \$	5,485.14
HDR Engineering - Year 5	PM										24	314.06 \$	7,537.44
HDR Engineering - Year 5	Accounting										15	124.36 \$	1,865.40
HDR Engineering	ODC												24,206.58
Total - HDR Engineering													\$ 169,554.51
MGE - Year 2	Road Inspector										400	147.96 \$	59,184.00
MGE - Year 3	Road Inspector										320	153.88 \$	49,241.60
MGE - Year 4	Road Inspector										520	160.04 \$	83,220.80
MGE	ODC - Truck Rental and Supplies												11,200.00
Total - MGE													\$ 202,846.40
Morton & Pitalo - Survey - Year 1	Principal Surveyor										24	159.92 \$	3,838.08
Morton & Pitalo - Survey - Year 1	Survey Supervisor										80	100.49 \$	8,039.20
Morton & Pitalo - Survey - Year 1	Survey Party Chief										212	91.25 \$	19,345.00
Morton & Pitalo - Survey - Year 1	Survey Chainman										212	75.72 \$	16,052.64
Morton & Pitalo - Survey - Year 1	Survey Apprentice										60	53.01 \$	3,180.60
Morton & Pitalo - Survey - Year 1	Travel/Mileage										4000	0.54 \$	2,160.00
Total - Morton Pitalo													\$ 52,615.52
BSK - Testing - Year 1	Group 2 Inspector										3.2	135.55 \$	433.76
BSK - Testing - Year 2	Group 2 Inspector										240	140.97 \$	33,832.80
BSK - Testing - Year 3	Group 2 Inspector										76.8	146.61 \$	11,259.65
BSK - Testing - Year 1	Engineering Technician										1.2	128.81 \$	154.57
BSK - Testing - Year 2	Engineering Technician										90	133.96 \$	12,056.40
BSK - Testing - Year 3	Engineering Technician										28.8	139.32 \$	4,012.42
BSK - Testing - Year 1	Sample Courier										0.6	64.02 \$	38.41
BSK - Testing - Year 2	Sample Courier										45	66.58 \$	2,996.10
BSK - Testing - Year 3	Sample Courier										14.4	69.24 \$	997.06
BSK - Testing - Year 1	PM/Sr Engineer										0.22	178.17 \$	39.20
BSK - Testing - Year 2	PM/Sr Engineer										16.5	185.30 \$	3,057.45

HDR CM Team Cost Proposal											
Stanislaus County - Construction and Post Construction - BRLSZ-5938(188)											
BSK - Testing - Year 3	PM/Sr Engineer								5.28	192.71	\$ 1,017.51
BSK - Testing - Year 1	Admin Assistant								0.12	71.09	\$ 8.53
BSK - Testing - Year 2	Admin Assistant								9	73.94	\$ 665.46
BSK - Testing - Year 3	Admin Assistant								2.88	76.90	\$ 221.47
BSK - Testing	ODC										\$ 21,180.00
Total - BSK											\$ 91,970.78
Dokken - Year 1	Env. Team Manager								9.00	212.06	\$ 1,908.54
Dokken - Year 2	Env. Team Manager								4.50	220.54	\$ 992.43
Dokken - Year 3	Env. Team Manager								4.50	229.36	\$ 1,032.12
Dokken - Year 1	Env. Construction Mgr								49.00	132.89	\$ 6,511.61
Dokken - Year 2	Env. Construction Mgr								24.50	138.21	\$ 3,386.15
Dokken - Year 3	Env. Construction Mgr								24.50	143.73	\$ 3,521.39
Dokken - Year 1	Assoc. Env. Planner								50.50	101.79	\$ 5,140.40
Dokken - Year 2	Assoc. Env. Planner								25.25	105.86	\$ 2,672.97
Dokken - Year 3	Assoc. Env. Planner								25.25	110.09	\$ 2,779.77
Dokken - Year 1	Environmental Planner								310.00	90.47	\$ 28,045.70
Dokken - Year 2	Environmental Planner								155.00	94.09	\$ 14,583.95
Dokken - Year 3	Environmental Planner								155.00	97.85	\$ 15,166.75
Total - Dokken											\$ 85,741.76
Earthspectives - Year 1	Principal Engineer								10.00	144.38	\$ 1,443.80
Earthspectives - Year 2	Principal Engineer								10.00	150.15	\$ 1,501.50
Earthspectives - Year 1	Project Engineer								20.00	92.40	\$ 1,848.00
Earthspectives - Year 2	Project Engineer								20.00	96.10	\$ 1,922.00
Earthspectives - Year 1	Staff Engineer								30.00	64.68	\$ 1,940.40
Earthspectives - Year 2	Staff Engineer								30.00	67.27	\$ 2,018.10
Earthspectives	ODC										\$ 1,350.00
Total Earthspectives											\$ 12,023.80
This Cost Proposal Assumes:								Total Sub-Consultants (Including MGE)		\$ 614,752.78	
HDR receives the NTP from Stanislaus County by Feb 2017 and the Contractor completes construction by December 2019.								HDR Trucks		34,982.92	
Li Deleon, the HDR project Admin/Accountant, is shown for project accounting. HDR CCC does not include project accounting in our overhead.								Total HDR Staff		\$ 903,219.49	
This proposal includes a merit pay increase of 4% for HDR employees effective the first of every calendar year.								Total Contract		\$ 1,552,955.19	
Stanislaus County or the construction contractor is to provide office facilities for the HDR CM team.											
That post construction services are from January 2020 to March 2020 per the hours above.											
Does not include HDR's consultant team cost for work beyond HDR's control such as extra working days, overtime, claims, and rain days beyond the schedule shown above.											
Inspector rates are subject to California Prevailing Wage (*). Rate will be actual wage or prevailing wage, which ever is greater.											
Non-exempt employees (**) working overtime will be billed at 150% of billing rate.											