

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

DEPT: Public Works

BOARD AGENDA #: *C-2

AGENDA DATE: September 19, 2017

SUBJECT:

Approval to Award a Contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue) in Stanislaus County

BOARD ACTION AS FOLLOWS:

No. 2017-502

On motion of Supervisor Withrow, Seconded by Supervisor Monteith
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: 
PAM VILLARREAL, Assistant Clerk

File No.

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

DEPT: Public Works

Urgent

Routine

BOARD AGENDA #: *C-2

AGENDA DATE: September 19, 2017



CEO CONCURRENCE:

4/5 Vote Required: Yes No

SUBJECT:

Approval to Award a Contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue) in Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue), Federal Project Number: HSIPL- 5938(238).
2. Authorize the Director of Public Works to execute a contract with Mark Thomas in the amount of \$561,815 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Crows Landing Corridor Improvement Project is located in Stanislaus County, south of the City of Modesto. Project limits are from School Avenue to Whitmore Avenue, approximately 1.25 miles of urban roadway located south of State Route 99.

Crows Landing Road is a heavily used arterial road in South Modesto, where bicycling and walking is the primary form of transportation for many disadvantaged families. The Corridor itself is used as a regional route connecting downtown Modesto, to State Route 99, to Interstate 5, approximately 20 miles southwest of the project location. The average daily traffic count through the project corridor is 32,000 vehicles per day.

The project will include several safety improvements for pedestrians and bicyclists. The improvements include: installation of flashing beacons at crosswalks, curb ramps, raised center median/refuge, street lighting, buffered bike lanes, and incidental roadway resurfacing. The project will also include signal modifications at the intersections of Crows Landing Road at Winmoore Way and Crows Landing Road at Butte Avenue. The purpose of the project is to improve safety, illuminate the corridor to make pedestrians and cyclists more visible to drivers, and improve traffic operations for the motoring public.

Approval to Award a Contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue) in Stanislaus County

On May 3, 2017, the County solicited proposals from consultants for the Crows Landing Corridor Improvement Project.

The scope of design services includes:

- Project management
- Environmental services
- Public outreach
- Geotechnical investigation
- Topographic and boundary survey
- Utility design and coordination
- Comprehensive engineering services
- Plans, Specifications and Estimates
- Right-of-Way services
- Bidding support and construction support

On June 2, 2017, four proposals were received, from AECOM, Mark Thomas, Psomas, and Quincy Engineering. The proposals were evaluated based on qualifications only. Along with the proposals, consultant fees were submitted in a separate sealed fee envelope, and were not part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

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

Public Works staff reviewed the proposals received and ranked them based on the above criteria, in the following order:

Ranking	Consultant
1	AECOM
2	Mark Thomas
3	Quincy
4	Psomas

Per consultant selection procedures described in the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, negotiations started with the first ranked consulting firm, AECOM; however, Public Works staff was not able to successfully negotiate a contract. Subsequently, negotiations started with the next qualified consultant and a contract was negotiated.

Approval to Award a Contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue) in Stanislaus County

Public Works staff recommends awarding a contract in the amount of \$561,815 to Mark Thomas of Fresno, California.

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

- Installation of flashing beacons at crosswalks;
- Upgrading curb ramps to meet Americans with Disabilities Act requirements;
- Installation of raised center median/refuge;
- Installation of street lighting;
- Striping of buffered bike lanes; and
- Signal modification.

The construction phase of the project is anticipated to begin in the summer of 2019.

POLICY ISSUE:

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

FISCAL IMPACT:

The Crows Landing Corridor Improvement Project is partially funded with Federal Highway Safety Improvement Program (HSIP) funds. Public Works has secured \$360,000 of HSIP funds and anticipates securing an additional \$145,633 in HSIP funding prior to project commencement. The Local Match portion of the Project cost is \$56,182.

Funding for the preliminary engineering phase of the project is included in the Public Works Fiscal Year 2017/2018 Road Projects budget. The total cost of the project is estimated at approximately \$2,707,000, of which \$2,476,300 is programmed HSIP funding and \$230,700 is the Local Match portion. The construction phase will be included in future budgets and will commence when the design phase is completed and funding is approved.

Approval to Award a Contract for Engineering Services to Mark Thomas of Fresno, California, for the Crows Landing Corridor Improvement Project (School Avenue to Whitmore Avenue) in Stanislaus County

Cost of recommended action:		\$ 561,815
Source(s) of Funding:		
HSIP	\$ 505,633	
Roads/Bridges Fund Balance	<u>56,182</u>	
Funding Total:		<u>561,815</u>
Net Cost to County General Fund		<u><u>561,815</u></u>

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

Fund Balance as of June 30, 2017	
Roads/Bridges Fund Balance	\$ 11,124,805

BOARD OF SUPERVISORS' PRIORITY:

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

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director Telephone: (209) 525-4153

ATTACHMENT(S):

1. Professional Design Services Agreement with Mark Thomas

ATTACHMENT 1

PROFESSIONAL DESIGN SERVICES AGREEMENT WITH MARK THOMAS

COUNTY OF STANISLAUS

Professional Design Services Agreement

THIS AGREEMENT is made and entered into on this 19th day of September, 2017, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Mark Thomas & Company, hereinafter referred to as "CONSULTANT".

Project Information

Name: Crows Landing Road Corridor Improvements
(School Avenue to Whitmore Avenue)

Federal Project Number: HSIPL-5938(238)

County Contract Number: 9622

Consultant's Compensation: \$561,814.18

Estimated Start Date: September 19, 2022

Scope of Services

Engineering services for the Crows Landing Road Corridor Improvements Project

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: Fee Schedule

Exhibit D: Project 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 September 19, 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 19, 2022, 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 \$(AMOUNT). 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:

Shoab Ahray, 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 \$561,814.18.

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 \$561,814.18 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, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide

construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from 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 **Five Hundred Sixty-One Thousand Eight Hundred Fourteen and 18/100 Dollars (\$561,814.18)** 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 19, 2022, 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: Ed Noriega
- b. Lead/Manager: n/a

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

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

If to County: Shoaib Ahary, PE
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant: Ed Noriega, PE
Mark Thomas and Company
7571 North Remington Avenue, Ste. 102
Fresno, CA 93711

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)

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

DEPT: Chief Executive Office

BOARD AGENDA #: B-15

AGENDA DATE: September 26, 2017

SUBJECT:

Approval of a Limited Commercial Cannabis Allowance Strategy for Retail, Cultivation, and other Related Cannabis Business Activities in the Unincorporated Area of Stanislaus County, Open a 15 Business Day Initial Application Interest Period Beginning October 2, 2017, and Set a Public Hearing on December 5, 2017

BOARD ACTION AS FOLLOWS:

No. 2017-557

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

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

Noes: Supervisors: Monteith

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) X Approved as amended

4) Other:

MOTION: Approved Staff Recommendations Nos 1-4 and, **amended** the item to direct staff to bring an enforcement plan back to the Board by the end of October 2017.

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

File No. **ORD-56-A-7**

EXHIBIT A
SCOPE OF SERVICES

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

The Mark Thomas team will provide professional services for project management, public outreach, surveying and base mapping, environmental documentation, roadway, traffic signal, utility coordination, and construction support as detailed below. In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for item of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by the Mark Thomas performance of this scope of work.

1.0 Project Management

1.1 Project Development Team (PDT) Meetings/Management

Mark Thomas, with input from the County and other agencies, will establish a PDT for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. Mark Thomas will facilitate meetings as applicable and prepare meeting minutes with action items. Mark Thomas will prepare and maintain a project CPM schedule for County review. The schedule will be updated regularly, with critical path activities clearly shown for team review purposes. Finally, monthly progress reports will be provided to the County. This scope assumes a total of fifteen (15) PDT meetings.

1.2 Client/Subconsultant/Agency Coordination

Mark Thomas will perform ongoing general project coordination with the County, City of Modesto, subconsultants, Caltrans and any other applicable agencies throughout the duration of the project. This includes maintaining project files, and preparing memo's, letters, e-mail, and phone calls necessary to manage the project.

1.3 FHWA Programming/Caltrans Local Assistance Paperwork

Mark Thomas will assist the county in preparing the paperwork necessary to comply with the requirements of FHWA funding and Caltrans Local Assistance procedures for the County's signature and submittal to Caltrans District 10 Local Assistance. These submittals include the Request for Authorization (RFA) for each phase of the project: preliminary engineering, right of way, utility relocation and construction.

1.4 Caltrans R/W Certification

Mark Thomas will prepare the paperwork prior to authorization of construction funds, Caltrans will require completion of all items for the R/W certification document. In general, the following items must be in order.

- Right of Way must be acquired or "in control". Caltrans will review the property files described above, to verify that acquisition activities (legal description, etc.) match Caltrans requirements for access control, land rights, etc. The property can either be acquired by this time, or the project proponent can have either (1) a Caltrans approved Permit to Enter or (2) orders of possession. The latter two options would occur if an immediate agreement cannot be reached. Typically a spreadsheet for all required properties is prepared, with acquisition status noted.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

- Utility relocation is taken care of with an approved relocation plan, utility reimbursement agreement, utility-approved relocation schedule, and a statement by the utility absolving the County and Caltrans of any financial obligations. Mark Thomas will prepare the Project Engineers statement for Utility Certification.
- Copy of CEQA and NEPA environmental document or exclusion

1.5 Quality Assurance/Quality Control

Mark Thomas will complete the Caltrans design checklist and perform an independent review of each submittal during agency review. Ken Doty has been assigned as quality control manager for this project. As such, he will be responsible for internal and external quality control measures (i.e. verifying sound design practices internally and verifying that the subconsultants are using most recent information).

Deliverables:

- Agenda and minutes for each PDT meeting (up to 15 total)
- Project schedule & updates
- Monthly progress summary
- Right of Way Certification

2.0 Environmental Document

2.1 Prepare PES Form

BaseCamp will prepare a preliminary version of the Caltrans PES form in consultation with Mark Thomas and submit an Administrative Draft to the County for review and comment. The PES form will be revised within 7 days of receipt of County comments, resubmitted to the County for final checking and, on County approval, submitted to Caltrans. BaseCamp will attend a field meeting with Caltrans to discuss the PES, anticipated NEPA determination, required technical studies and the Area of Potential Effect. It is anticipated Caltrans will complete and sign the PES form; if requested, BaseCamp will revise the PES as specified by Caltrans.

2.2 Technical Studies

The following environmental technical studies that may be required based on our understanding of the project and its environmental setting, experience with District 10 environmental staff and consideration of the potential PES form requirements. It is anticipated that technical study requirements will be reduced to some degree during Caltrans review of the PES, further discussion with Mark Thomas and the County and more detailed site inspection and background research. Less likely, technical study requirements will be increased; if this is the case, BaseCamp will prepare a revised scope of work for technical studies for review and consideration by Mark Thomas and the County.

The required technical studies will be submitted to Mark Thomas and the County for review and comment, revised as specified and submitted to Caltrans. Each study will be revised as required by Caltrans comment until approved.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

2.2.1 Natural Environment Study – Minimal Impact (NES-MI)

Significant biological concerns are not anticipated as the vast majority of the project site is intensively developed in commercial uses. If a biological technical study is required, is expected that an NES-MI will be the appropriate biological document. The NES-MI will be prepared under the direction of BaseCamp Environmental by subcontractor Moore Biological Consultants in accordance with Caltrans SER requirements. The technical basis for the document will include a search of the CNDDDB, US Fish and Wildlife and other applicable databases, a field survey of the project site, analysis of potential biological effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders.

2.2.2 Area of Potential Effect (APE) Map

Mark Thomas will in consultation with BaseCamp Environmental prepare a draft APE map for review and approval by the County. The APE will be plotted on a project base map clearly depicting existing and proposed right-of-way and intersection geometrics, proposed improvement geometrics and the proposed archaeological, and if necessary historical, APE boundaries. Signature lines will be provided for the County Project Engineer, the Caltrans PQS and the Local Assistance Engineer. On County approval, the APE map will be submitted for Caltrans review and comment and revised as required until approved by Caltrans.

2.2.3 Archaeological Survey Report (ASR)

The ASR will be prepared under the direction of BaseCamp Environmental by subcontractor Davis-King and Associates in accordance with Caltrans SER, Section 106 of the NHPA and CEQA requirements as well as any applicable programmatic agreements. The technical basis for the document will include a search of the CSU Stanislaus database, contextual research, consultation with Native American representatives, a field survey of the project site, analysis of potential cultural resource effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders. The ASR will be submitted to the County for review and approval, revised as required and submitted to Caltrans for review and comment; the ASR will be revised as required until approved by Caltrans.

2.2.4 Historic Properties Survey Report (HPSR)

Davis-King and Associates will prepare an HPSR summarizing the ASR and, if required, an HRER in accordance with the applicable requirements described in Task 2.4. The HPSR will be submitted to the County for review and approval, revised as required and submitted to Caltrans for review and comment; the HPSR will be revised as required to obtain Caltrans approval.

2.2.5 Noise

The project is not a Type 1 project requiring a Noise Study Report, however, due to the presence of sensitive receptors - a school and residences - in the general project vicinity, it is anticipated that a Noise technical memorandum addressing potential construction noise impacts will be required. BaseCamp will prepare and submit a draft Noise technical memorandum for County review and approval. The memo will be revised as required and submitted to Caltrans for review and comment, and then revised as required to obtain Caltrans approval.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

2.2.6 Air Quality

The project appears to be exempt from regional conformity per 40 CFR 93.127 and should not be considered a Project Of Air Quality Concern (POAQC) or require quantitative modeling. BaseCamp will prepare the necessary confirmation documents for County submittal to StanCOG for circulation through the Interagency Consultation process.

2.2.7 Community Impact Assessment

BaseCamp Environmental will prepare a Community Impact Assessment (CIA) technical memo for the project. The CIA memo will document community involvement activities conducted by Mark Thomas, the County and public involvement subcontractors in association with the project, including meetings with the public, business owners, school and City of Modesto representatives as well as public utility and service providers that have potential affected facilities within the improvement corridor or are responsible for provision of public services along the corridor. BaseCamp will attend 2 selected coordination meetings during project planning. The CIA memo will document and map existing uses on lands fronting the corridor as well as immediately adjoining lands to the west and east as well as applicable regional, County and City general plan land use, transportation and zoning designations for the corridor area. The memo will document the short-term construction and long-term circulation impacts of the project, including traffic and detour effects, as well as pedestrian and bicycle safety, during construction. Long-term convenience and safety benefits for pedestrians, bicyclists and other travelers will be documented.

2.2.8 Initial Site Assessment (ISA)

CAInc will perform the following tasks to prepare an Initial Site Assessment (ISA) to evaluate the Crows Landing Corridor project and adjacent properties for evidence of recognized environmental conditions (RECs) and/or potential RECs that may significantly impact the project.

- Review and discuss the project with the design team.
- Review available project documents and reports including existing ISA/ESA reports for nearby projects, APN parcel maps, site geology and ground water data. We will review this information for evidence of suspected or known contamination/hazardous materials issues.
- Conduct a limited site reconnaissance to observe current land use and indications of potential contamination at the site, and to view publicly accessible portions of the adjacent properties.
- Review owner representative provided information, if available, regarding past and present operations conducted on the property to assess the potential for RECs.
- Review historical aerial photographs, topographic maps, and soil maps of the site and surrounding properties for indications of site use and potential sources of contamination.
- Perform federal, state, and city records review for indications of the use, misuse, or storage of hazardous and/or potentially hazardous materials on or near the site. The federal, state, and city database search will be provided by a professional record check service.
- Based on the results of the database search, site review, land use and existing assessments, CAInc will determine the risk of potential hazardous materials within and adjacent to the project area.
- Prepare a report summarizing the findings of our review, site reconnaissance, property owner

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

interviews, historical photograph evaluation, and regulatory records review. We will address identified potential contamination and hazardous material impacts to provide recommendations and evaluate additional investigation and analysis.

2.3 Assist NEPA Categorical Exclusion

On behalf of the County, BaseCamp and Mark Thomas will coordinate with Caltrans staff and provide assistance, information and documentation as required to support completion of Categorical Exclusion documentation.

2.4 CEQA Compliance Documents and Process

It is anticipated that required CEQA documentation will be limited to documentation of the project's eligibility for a Class 1 and/or 2 Categorical Exemption and filing of a Notice of Exemption. In a CEQA context, the project is limited to minor additions to existing street facilities or replacement of some facilities. The project would not involve substantial increases in capacity but rather increased potential for utilization by pedestrians, bicycles and other modes of transportation.

Consideration of the applicability of CEQA exemptions to the project would be addressed by the services described in Task 2.4.1 below. In the unlikely event that the project is not considered exempt under CEQA, the project requires preparation of an Initial Study/Mitigated Negative Declaration, which would require additional authorization.

2.4.1 Categorical Exemption

The project appears to qualify for CEQA Categorical Exemptions under CEQA Guidelines Section 15301 Existing Facilities and Section 15302 Replacement and Reconstruction. BaseCamp will examine the project for its consistency with the exemption requirements, prepare a draft Notice of Exemption and an exemption justification file document, including a multi-disciplinary review of potential environmental impacts and "unusual circumstances," for review and approval by Mark Thomas and the County. BaseCamp will work with Mark Thomas and the County to provide suitable CEQA-compliant language for the County's exemption determination and will file the NOE with the Stanislaus County Clerk, and if required with the State Clearinghouse.

3.0 Public Outreach

This task will be led by RGS. RGS is already familiar with the Crows Landing area and understands that there is some degree of confusion among stakeholders as to which project is which. RGS proposes the following scope of work to support the project. This work plan is completely negotiable and may be amended and/or changed based on input from the Project Manager and County staff.

3.1 Collateral Customization & Translation Services

Project specific material will be prepared to aid in public meetings. This task will include the customization of documents for the proposed improvements. Material will be provided in English and Spanish.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

3.2 Project Website and e-News

RGS strongly advises for the creation of a Crows Landing project specific website, tentatively proposed as www.CrowsLanding.com. The site will link directly to the County website as well as the City of Modesto, the City of Ceres and others as appropriate. This will make it easier for us to conduct online workshops and provide a value added option to our other outreach programs for the County (Crows Landing Corridor Study, Intersections) and will include all of the following:

- Project information and overview and purpose of the Plan;
- Listing of all meetings;
- All presentations and materials produced for public meetings and workshops;
- Fact sheets regarding the planning process (English and Spanish);
- All drafts and materials produced for the Plan;
- Library with all relevant documents;
- Online surveys;
- Forms for comment/questions

RGS already has a database of stakeholders, residents and local businesses who are been participating in the various Crows Landing and County projects. The email database will be expanded during the course of the outreach effort. Over the course of the project this list will be used to:

- Promote website launch,
- Promote upcoming workshops,
- Provide information regarding the process,
- Conduct topic-specific surveys, and
- Promote opportunities to comment and ask questions.

We anticipate sending 7-10 eBlasts over the course of the project.

3.3 Board/Council Presentations

Based on our past experience with Stanislaus County, our proposed work-plan includes coordination with each jurisdiction, preparation of presentation materials and attendance at one meeting for each agency by Kendall Flint.

3.4 Public Workshops (2)

Ms. Flint will meet with Staff to prepare a schedule of activities describing the location, structure and needs for each workshop. This will include promotion of the workshop via outreach to local media, stakeholders, community groups and others. We will develop a detailed agenda and timeline, sign-in sheets, options for the use interactive polling exercises, handouts/fact sheet and other materials as appropriate.

Upon completion of each workshop, we will provide a meeting summary report identifying the key issues and outcomes expressed by participants.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

3.5 Media Relations

RGS will work with local media to advertise the project as necessary. We have already successfully placed positive news stories about planning efforts in Stanislaus County and have developed relationships with local news agencies. Our media list includes, but is not limited to, the Modesto Bee, Ceres Courier, and Spanish Language Newspaper (Via).

3.6 Community Presentations

In the event that County residents do not attend public meetings, RGS is capable of advertising the project directly to residents and local organizations. This task would include up to five (5) presentations and engagement opportunities that may include, but not limited to, groups such as the local chamber of commerce, Rotary, Kiwanis, Lions, or other Service Clubs, and local churches.

4.0 Surveys and Base Mapping

These tasks will be completed under the direct supervision of a California Licensed Land Surveyor and will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business, and Professions Code, and the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code. The accuracy of all surveys shall meet U.S. National Mapping Standards.

4.1 Record Research (GPS Control, Record Maps)

Mark Thomas and ESP will perform record research at the County to locate recorded control maps, right-of-way maps, records of survey, corner records, and other official maps of record necessary to determine the R/W limits.

4.2 Pre-Construction Record of Survey

Mark Thomas and ESP will prepare a pre-construction Record of Survey within the limits of the project. The purpose of this record of survey is to identify monuments of record that may get destroyed during construction. Mark Thomas will extract monuments of record from the maps on file with the County and provide search coordinates for the survey crews to locate. The map will depict the character of the monument and provide a coordinate value based on the project control. The most likely corners that could be disturbed are centerline street monuments and on parcels that require additional right of way takes.

4.3 Project Control & Right of Way Surveys

ESP will locate on-site control points and establish temporary benchmarks will be set as necessary for topographic survey and the determination of right of way lines. Total Station, GPS and digital levels will be used to accurately locate the on-site control.

The coordinate system will be CCS83 Zone 3. The elevations will be NAVD88.

Mark Thomas will include control points in the Electronic Base Map which will include coordinates and elevations used for each point.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

4.4 Supplemental Field Surveys

ESP will perform a field topographic survey to supplement the mobile LIDAR scanning data if scanning data does not capture enough data for final design. Data collected will be incorporated in with the mobile LIDAR scanning data and implemented into base maps.

4.5 Base Maps & Landnet File

Using mobile LIDAR scanning data and any right of way or supplemental surveys, base maps will be compiled for the project. This includes the Landnet file showing right of way. A digital terrain model and topographic mapping at a scale of 1"=40' with one foot contour interval will be prepared for the project.

Deliverables:

- One (1) electronic base map with survey control, R/W lines and topographic information
- Copy of all Record Maps used to identify property lines
- Land Net drawing in AutoCAD Civil 3D (2015)
- Record of Survey (2 copies)

5.0 Utility Coordination

5.1 Utility Coordination / Relocation

Mark Thomas will provide utility coordination services. Due to the federal funding associated with the project, utility coordination services will be conducted in general conformance with Caltrans' Local Assistance and Utility Relocation Manuals. The Mark Thomas team will follow the Utility A-B-C process:

- **Utility "A" Letter** - A USA list is generated that shows all possible utility companies located within the project limits. A letter is sent to the respective utility company informing them about the project and asking them for as-built mapping and liability claims within the project area.
- **Utility Kickoff Meeting** - Once the 30th design is complete, a utility kickoff meeting is held with the utility companies to discuss project impacts. At the meeting, a preferred approach is recommended to the utility companies and a consensus is reached regarding various items including clear recover zone requirements, overhang easements, and vertical clearance requirements over underground utilities.
- **Utility "B" Letter** - Letter is issued to the utility companies with 60th plans that show utility impacts. The utility companies are instructed to begin relocation plans at this time. Frequent follow ups with utility companies are required from this point forward.
- **Utility "C" Letter (Notice to Owner)** - Once utility relocation plans are received and approved from the utility companies, the notice to owner letter authorizes the company to relocate their utilities. Right of way acquisition must be cleared for this letter to be issued.

As part of conducting utility mapping, Mark Thomas will determine horizontal location of existing utilities and prepare a list of those utilities which have a potential for physical conflicts with proposed improvements. In areas of reconstruction where elevations of underground utilities are unknown, Mark Thomas will hire a potholing company to perform non-intrusive vacuum excavation at critical locations to determine the positive locations of these utilities. For purpose of this scope, it is assumed a total of five (10) potholes will be necessary.

Deliverables:

- Utility A, B and C Plan letters for County Signature (2 copies each)

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

6.0 Preliminary Engineering

6.1 Data Gathering / Field Review

Mark Thomas will collect and review all available information provided by the County. Also as a part of this task a field review meeting will be conducted. The purpose of this field review is to bring the County, Caltrans and the design team together in order to gain consensus on the project requirements necessary to comply with federal and state laws. The field review meeting allows the project team to become familiar with the project site, check for any conditions that would be affected by construction and begin to discuss environmental considerations.

6.2 Traffic Studies

TJKM will take the lead on traffic studies for the corridor. The objective of this task is to analyze the existing and proposed conditions to determine the ideal lane configuration throughout the corridor to ensure safe and efficient operations for all modes of transportation. TJKM will collect data and perform a traffic signal operations analysis for proposed signal modifications along the corridor as well as a corridor analysis to review the street design with the addition of pedestrian and bicycle facilities and raised median islands.

6.2.1 Data Collection

TJKM will obtain the following for Crows Landing Road within the study limits: roadway widths and lane configurations, including bicycle, pedestrian, and transit facilities; and, transit routes and schedules. Stanislaus County is expected to provide existing relevant documents, plans, reports, studies, traffic data including volumes, speed and vehicle classification, accident records, and roadway as-built drawings, which TJKM will review and summarize as needed.

TJKM proposes the review of the following fourteen study intersections within the project corridor:

1. Crows Landing Road and School Avenue
2. Crows Landing Road and Crater Avenue/Barozzi Avenue
3. Crows Landing Road and Rio Grande Avenue
4. Crows Landing Road and Hatch Road
5. Crows Landing Road and Olivero Road
6. Crows Landing Road and Amador Avenue
7. Crows Landing Road and Butte Avenue
8. Crows Landing Road and Winmoore Way
9. Crows Landing Road and Colusa Avenue
10. Crows Landing Road and Glenn Avenue
11. Crows Landing Road and Imperial Avenue
12. Crows Landing Road and Algen Avenue
13. Crows Landing Road and Flamingo Drive
14. Crows Landing Road and Whitmore Avenue

Based on our knowledge working with Stanislaus County, it is assumed that County of Stanislaus will provide peak hour turning movements at the study intersections and 24-hour average daily traffic counts and speed data. As a result cost for conducting peak hour turning movement counts, 24-hour traffic volumes and speed data is not included in our level of effort.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

In addition to obtaining peak period turning movement counts at the intersections, TJKM will also conduct field observations along the study corridor. These field observations will include driving to each corridor in order to assess the characteristics of traffic. Our team members will observe intersection operations and also look for the following factors:

- Over-saturated intersections
- Saturation flows for major movements at critical intersections
- Lane utilization
- Pedestrian and bicycle activities
- Possible intense side street demand during short periods
- At saturated intersections, queue lengths, storage lengths, saturation flow and short-count vehicle classification will be conducted.

6.2.2 Corridor Analysis

The objective of this task is to review the operations at the Crows Landing Intersections of Butte Avenue and Winmoore Way and provide recommendations on signal timing as well as the potential removal of one of these signalized intersections. Based on the initial assessment of the two intersections are operating under one controller, and due to the proximity of the intersection keeping both of them signalized and coordinating the signals maybe a better option than removing one of the signals. The traffic analysis will be conducted to determine if removal of one of the signals is beneficial to the traffic flow. Also, due to the addition of median islands along the project corridor strategic access points or median breaks for left turning movements will be evaluated in order to minimize impact of new median on operations for all modes of transportation.

Also in this task, existing intersections that are un-signalized will be evaluated for signal warrant or pedestrian safety enhancements (static or electronic) such as lighted crosswalks or rectangular rapid flashing beacons based on the MUTCD guidelines. If determined during this process an existing stop control/un-controlled intersection needs to be upgraded to either have lighted crosswalks or signalized intersection, TJKM will provide recommendations for such work. As part of our initial research on this project, the City of Modesto has identified a potential need for signal at Imperial Avenue or Algen Avenue along with pedestrian crossing improvements at the intersection of School Avenue. During the traffic study task those intersections volumes will be evaluated further to see if City identified improvements are necessary. Furthermore, existing un-controlled crossings along Crows Landing will be evaluated for lighted crosswalk improvements to increase the safety of pedestrians.

Under this task, we will also conduct a traffic operations and engineering analysis of the screened improvements (not-to-exceed two alternatives) and compare the improvements to each other and with the existing and future with no project conditions. The evaluation will look at the feasibility of the street improvements within the context of sound engineering, local jurisdictional policy and practicality of next steps. Future traffic demands along the study corridor will be projected based on the Stanislaus County Regional Travel Demand Model. Engineering analysis will include evaluations of physical impacts, traffic management, and probable costs. The engineering data will be included in the

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

prioritization of traffic improvement measures. Under this task storage length for the left and/or right-turn lanes will be recommended based on 95th percentile queues projected as part of the analysis.

6.2.3 Study Report

The TJKM Team will prepare a Draft Study Report that will include the following elements:

- Introduction, including the description of the Study location, the purpose and intent of the Study, the process to prepare the Study and contents of the Study.
- Existing and Future Conditions, including a summary of key assets and challenges within the Study area.
- Proposed Improvements, including phasing and prioritization strategies.
- Supporting improvement strategies, phasing and prioritization of improvements.

The Report will contain clear and concise text with tables, maps, diagrams and other graphics to richly illustrate the vision and intent of the Study. We will work collaboratively with County staff on one round of revisions to the Draft Report. We assume that County staff will provide one set of consolidated edits with each round. The TJKM Team will incorporate comments received from the County staff into the Final Study Report.

6.3 30% Roadway Geometric Approval Drawings

Mark Thomas and TJKM will prepare preliminary roadway plans for the proposed roadway alignments for review and comment by the County. The preliminary roadway plans will show, amongst other things, the proposed roadway layout and profile, typical roadway sections, and preliminary right of way impacts, if any. The electrical design plans will provide the layout of street lighting, traffic signal equipment, including locations of the new signal controller/cabinet, poles, pedestrian countdown signals, emergency vehicle pre-emption, traffic markings, striping and signage design, intersection safety lighting, etc. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the County's current design and CADD standards. If deemed necessary from the traffic studies, 30% drawings will show improvements for lighted crosswalk improvements, or other recommended pedestrian safety enhancements, at the intersection identified. Along with signal modification and pedestrian safety enhancement plans, TJKM will take the lead on preparing street lighting design plans for the entire corridor. These plans will serve as the geometric approval drawings.

6.4 Stormwater Pollution Prevention Plan (SWPPP)

Depending on the approved project footprint and proposed improvements, a SWPPP may be required for this project. The SWPPP will be in compliance with the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP). If required, Mark Thomas will prepare the SWPPP for the project, including uploading Permit Registration Documents (PRD's) to the state-wide database of construction projects (referred to as the Storm Water Multi-Application & Report Tracking System or SMARTS database). The PRD's include the Notice of Intent (NOI), a risk assessment, post-construction calculations, a site map, a SWPPP, a signed certificate, and the first annual permit fee (to be paid by the County). Temporary and permanent water quality and erosion control measures will be designed using Best Management Practices (BMP), as identified on the Water Pollution Control Plans, included in the SWPPP.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

6.5 Property Based Business Improvement District Assistance

Mark Thomas will assist the County in preparing a Maintenance District Diagram for the establishment of a Property-Based Business Improvement District for possible median landscaping along the corridor. The diagram will include parcels included in the Maintenance District. It is assumed the County will take the lead in soliciting and administering the vote for the establishment of the PBID.

7.0 PS&E Design

Mark Thomas will complete the design tasks for final plans, specifications and estimates for the project. Plans will be prepared to County or Caltrans format and will be submitted at the 60%, 90% and 100% stages of design. Following each design submittal, County comments will be reviewed and addressed using a comment matrix.

7.1 60% Roadway Plans

Mark Thomas will prepare draft engineering plans for the intersection based upon the approved 30% roadway plans. The plans will include typical sections, layouts, construction details, drainage plans, traffic control plans, signing and striping plans, and traffic signal plans. It is anticipated that the following plan sheets will be prepared.

Roadway Plans	Estimated Number of Sheets
Title Sheet	1
General Notes	1
Typical Sections	3
Project Control	1
Layouts	6
Construction Details	10
Utility Plan	3
Traffic Handling	7
Signing and Striping Plans	3
Water Pollution Control Plans	3
Roadway Quantities	1
Total Estimated Roadway Plan Sheets	39 sheets

7.2 60% Electrical Plans

TJKM will receive one set of comments from the County on the 30% plans and incorporate them into the 60% PS&E. TJKM will prepare the project plans for each intersection, which will include the following sheets:

- General Note Sheet
- Traffic Signal Modification Plans

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

- Street Lighting Plans
- Conductor and Equipment Schedules
- Pedestrian Safety Enhancement Plans
- Electrical Detail Sheets

7.3 90% Roadway Plans

This submittal will represent a complete, biddable plan package. Major design features will have been reviewed; however, because of the review comments received for the 60% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor “clean-up” revisions will occur.

7.4 90% Electrical Plans

TJKM will receive one set of non-conflicting comments from the County on the 60% plans and incorporate them into the 90% PS&E. TJKM will discuss with County staff, as needed, to review comments and recommendations. A comment matrix will be prepared showing how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the County with the next submittal round.

7.5 100% Roadway Plans

This submittal represents a completed Bid Set, ready for bidding. Major design features have been reviewed at least twice at this stage.

7.6 100% Electrical Plans

At this stage, the plans and technical specifications will be ready for bidding for construction. The cost estimate will be refined based on any comments received from the County and the front-end boilerplate specifications, such as insurance forms, and supplemental general provisions from the County will be incorporated into one complete specification package. TJKM will coordinate and review the approved 90% PS&E with County staff and revise based on comments and discussions.

7.7 Special Provisions

Mark Thomas and TJKM will develop project special provisions using County standards (latest version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 60%, 90% and 100% submittal. The County's boilerplate contract language will be incorporated into the specifications.

7.8 Estimate

To verify programmed funding matches the anticipated construction costs, Mark Thomas and TJKM will prepare preliminary construction cost estimates at the 30%, 60%, 90% and 100% submittals. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans data base information and Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

7.9 RE Pending File

Mark Thomas will prepare the RF Pending File for the project. File will include list of project contacts, memos to Resident Engineer, Quantity Calculations for use in releasing progress payments, utility agreements, permits, right of way contracts, and copies of relevant reports.

Deliverables:

- Plans (60%, and 90%) – 3 copies – 11"x17"; 1 electronic copy
- 100% Plans – 1 copy – full size Mylar; 1 copy – full size bond
- Special Provisions (60%, 90% and 100%) – 3 copies; 1 electronic copy
- Estimate (30%, 60%, 90% and 100%) – 3 copies; 1 electronic copy
- RE Pending File
- CAD files in AutoCAD Civil 3D (2015)

8.0 Bidding & Construction Assistance

8.1 Bid Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering bid inquiries of prospective bidders and preparing addenda to the PS&E during the advertisement period.

8.2 Construction Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI) by the contractor, providing consultation and interpreting the construction documents, preparing contract change orders, reviewing shop drawings and attending construction meetings.

8.3 As-Built Plan Preparation

Mark Thomas will complete the as-built drawings after receiving red-lined mark-ups from the contract manager after completion of construction.

Deliverables:

- 1 copy full size Mylar As-built plans

9.0 Additional Services

9.1 Geotechnical Investigation

9.1.1 Pavement Design Report & Testing

This task will be led by CAInc. CAInc will perform the following services and prepare a PDR for the project

6.1.1 Coordination and Preliminary Review

CAInc will meet with the design team to discuss preliminary design plans, project design needs, issues and schedules. We will obtain a Stanislaus County encroachment permit. We will coordinate our fieldwork locations with the design team.

APPENDIX 2 – Scope of Services

County of Stanislaus - Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

6.1.2 Subsurface Exploration, Pavement Coring and Sampling

To measure the existing structural pavement sections (HMA and AB), CAInc will perform 15 pavement cores within the project corridor along Crows Landing Road. An Engineer/Geologist will direct the coring and sampling.

To characterize the subsurface conditions, obtain soil samples for laboratory testing, and provide geotechnical recommendations pavement rehabilitation and resurfacing, CAInc will complete three hand borings within the cores.

6.1.3 Preliminary Pavement Section Analysis

Following the results of our pavement coring and R-value testing, CAInc will discuss the current calculated traffic indexes and potential rehabilitation options along Crows Landing Road with the design team prior to completing laboratory testing.

6.1.4 Laboratory Testing

We propose to perform R-value testing for pavement design on representative soil samples obtained from the hand borings.

6.1.5 Recycle Mix Design

Depending on the final rehabilitation method selected by the design team, CAInc will complete laboratory testing to determine percent emulsion/lime/cement for the required unconfined compressive strength. Depending on the rehabilitation method selected, samples of the HMA, AB, and subgrade in conjunction with cement, lime, or sand will be mixed, compacted, cured and tested. The results of the laboratory testing will be used to establish the mix design specifications for construction.

6.1.6 Pavement Design Report

Following completion of our analysis and laboratory testing, CAInc will prepare a Pavement Design Report including the following items: Project description; Subsurface conditions; Laboratory results; Existing pavement conditions including failure, dig out, and replacement locations; New structural pavement sections including traditional asphalt and aggregate base and deep lift asphalt; Rehabilitation recommendations (depending on existing section and design constraints) including traditional mill/overlay or in-place recycling including one of a combination of full depth reclamation, and cold in-place recycling; Mix design test results; Recommendations for grading and construction, including ground preparation, materials excavation, stability, placement, and compaction; Risk Management and Limitations; Vicinity Map; Site Plan with boring, pavement core locations, and pavement conditions notes; Boring Logs; and Laboratory Test Results.

9.2 Right of Way Appraisals and Acquisitions

Depending on project definition, right of way acquisition may be required on a limited number of parcels to construct curb ramps or sidewalk. It is not anticipated that right of way will be required for widening of the roadway. For scoping purposes, the fees associated with this task are based acquisition of three (3) parcels. If additional parcels are discovered to be impacted, additional scope will need to be established. It is anticipated that no displacement of tenants or owners will be required.

9.2.1 Preliminary Title Reports

Mark Thomas will order title reports of those parcels subject to additional right of way takes. These title reports

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

will be ordered as soon as those parcels have been identified since delivery can be up to 6 weeks.

9.2.2 Appraisal Maps

Assuming that the parcels are not contiguous, Mark Thomas will prepare individual Appraisal Maps that will include the parcel boundary, easements of record, total area and area of the additional take for right of way purposes.

9.2.3 Legal Description & Exhibits

In support of acquisition, Mark Thomas will prepare a legal description for each parcel requiring additional right of way. For this project, Mark Thomas will assume there are three parcels.

9.2.4 Appraisals and Acquisitions

This task will be led by HJA. There are three (3) parcels that may be impacted within the project site; no displacement of tenants or owners is projected. Severance damages for relocation of irrigation facilities are anticipated. Though not part of this scope, relocation assistance can be provided if required for the project. HJA will perform the following task for the project:

9.2.4.A Appraisal Services

- HJA will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
- Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- Upon completion of the fee appraisal, HJA will conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual. (appraisal review)
- HJA will receive and analyze the completed appraisal reports accordingly.

9.2.4.B Acquisition Services

- Consultation with the County
- Offer package preparation, the offer packages include an offer letter, appraisal or valuation

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

summary statement as applicable, a proposed right of way agreement, temporary construction easement deed / easement deed and informational brochure.

- Offer package documents presented to County staff for review and pre-approval
- Presenting offers to property owners (in person whenever possible)
- Good faith negotiations with property owners
- Acquisition of property rights in accordance with applicable California laws and federal funding requirements
- Preparation of all correspondence, forms and agreements, and assorted notary services
- Preparation of administrative settlements when reasonable and in the public interest
- Coordination with County staff related to eminent domain, including preparation of impasse letters, if needed (our goal is to obtain cooperative agreements wherever feasible)
- Escrow coordination services (i.e. pre-completing W-9 and 590 forms for signature)
- Completion and delivery of final close-out work and maintenance of all acquisition files by Hamner, Jewell & Associates including acquisition diaries
- Any other needs that may arise within this scope, as directed by the County

9.2.5 Right of Way Staking

Mark Thomas will produce one (1) set of “show me” stakes that shows the property right of way for each parcel with an acquisition. This scope assumes all takes will be staked in one trip.

9.3 Environmental Tasks

9.3.1 Historical Resources Evaluation Report (HRER)

In the event that right-of-way is to be acquired from properties on which structures of historic age are located, an HRER may be required to evaluate the significance of structures and their eligibility for listing in the National Register of Historic Places. The HRER will be prepared under the direction of BaseCamp Environmental by subcontractor JRP in accordance with the SER, Section 106, applicable CEQA requirements as well as applicable programmatic agreements. The HRER will be submitted to the County for review and approval, revised as required and submitted to Caltrans for review and comment; the ASR will be revised as required until approved by Caltrans. This scope and fee assumes one (1) HRER report. If Caltrans requires additional parcels to be evaluated, additional scope and fee will be required.

9.4 Landscape Plans, Specifications & Estimate

9.4.1 Project Startup

9.4.1.A Kickoff Meeting

Mark Thomas’ Landscape Architecture and Urban Design (LAUD) project manager will attend a project kick-off meeting with County staff and others as warranted. The focus of the meeting will be to establish priorities and expectations for the landscape improvements, confirm schedule and scope of design services, and review protocols and standards.

9.4.1.B Data Gathering / Field Review

Collect all information relevant to landscape improvements along the corridor including base plans

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

and conduct an on-site field review to document existing conditions and photograph site for use in design development.

9.4.2 Conceptual Design

9.4.2.A Draft Conceptual Planting Plan and Cross Section

Mark Thomas' will develop a draft conceptual planting plan to illustrate proposed plant spacing and plant species. A single typical illustrative cross section of the corridor will be developed to illustrate the spatial relationships of the landscape improvements. The plan will be prepared in AutoCAD and will be 40 scale, black and white.

9.4.2.B County Review Meeting

Mark Thomas will present the draft conceptual planting plan to County staff in a single review session. Purpose of the meeting is to receive feedback and direction from staff before proceeding to prepare the final conceptual planting plan. Mark Thomas will prepare a meeting summary and distribute to attendees.

9.4.2.C Final Conceptual Planting Plan and Cross Section

Based on comments received, Mark Thomas will develop a final conceptual planting plan and typical illustrative cross section. The plan will be prepared in AutoCAD and will be 40 scale and fully color rendered.

9.4.3 60% Landscape Plans

Mark Thomas' will prepare design plans for planting and irrigation improvements at a 60% level of completion. Planting and irrigation details will be included with the plans.

9.4.4 90% Landscape Plans

Based on comments received, Mark Thomas' will refine the planting plans and details and irrigation plans and details to a 90% level of completion.

9.4.5 100% Landscape Plans

Based on comments received, Mark Thomas' will finalize the planting plans and details and irrigation plans and details to a 100% level of completion. This submittal will be considered a completed bid set and will include plans stamped and signed by a licensed landscape architect.

9.4.6 Special Provisions

Mark Thomas will develop project special provisions using County standards (latest version). The special provisions will be prepared using Microsoft Word. Special Provisions will be submitted at the 60%, 90% and 100% submittal.

9.4.7 Estimates

Mark Thomas will prepare construction cost estimates at the conceptual level, 60%, 90% and 100%.

APPENDIX 2 – Scope of Services

County of Stanislaus – Department of Public Works

Crows Landing Road Corridor Improvements (School Avenue to Whitmore Avenue)

submittals. The estimates will be comprised of unit prices placed on detailed quantity and check quantity calculations. Unit prices will be developed using current bid results from similar projects, Caltrans data base information and Caltrans latest Construction Cost Manual. All estimates will be done in Caltrans BEES format using Microsoft Excel.

9.4.8 Bidding & Construction Assistance

9.4.8.A Bid Support

Mark Thomas and subconsultants will provide assistance, as required, to the County during bidding of the project. The work may include answering bid inquiries of prospective bidders and preparing addenda to the PS&E during the advertisement period.

9.4.8.B Construction Support

Mark Thomas will provide assistance, as required, to the County during construction of the project. The work may include responding to Request for Information (RFI) by the contractor, providing consultation and interpreting the construction documents, preparing contract change orders, reviewing shop drawings and attending construction meetings.

9.4.8.C As-Built Plan Preparation

Mark Thomas will complete the as-built drawings after receiving red-lined mark-ups from the contract manager after completion of construction.

ASSUMPTIONS

This scope of work has been prepared using the following assumptions:

- Base scope and fee developed assuming line items specified in Section 1 (Project Description) of the RFP, which includes installation of flashing beacons at crosswalks, curb ramps, raised center median/refuge, street lighting, buffered bike lanes, and signal modifications at two intersections. It is assumed that existing curb and gutter will remain and there will be no roadway widening associated with this project. Preliminary studies will determine full scope of work required for project. Adjustment to scope of work and fee will be required if additional electrical items (such as additional traffic signal modifications) or if roadway widening will be required.
- This project will be advertised, awarded, and administered by the County and the County will coordinate reproductions of the bid package.
- Caltrans Environmental will be responsible for preparing the final NEPA and CEQA determination.
- All right of entries and access to the site, road and adjacent properties will be provided by the County or any other applicable agency (such as the City of Modesto or City of Ceres).

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Application of Excess Liability Coverage

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

Other Insurance Provisions

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

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy and the Auto Liability 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

The Vendor (Consultant) shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, cancellation, any reduction in coverage or in limits of the required policy or policies.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) 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 California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

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.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 8/21/17

Vendor: Mark Thomas & Company

EXHIBIT C
PROJECT SCHEDULE

COST PROPOSAL

CLIENT Stanislaus County
 PROJECT Crows Landing Corridor Improvements (School Avenue to \
 CONSULTANT Mark Thomas Date 15-Aug-17

DIRECT LABOR

Classification	Name	Range	Hours	Average Hourly Rate	Total
Engineering Manager		\$80 - \$92	166.0	@ \$ 86	\$ 14,275.17
Project Engineer		\$40 - \$47	596.0	@ \$ 43	\$ 25,923.02
Design Engineer I		\$27 - \$35	1156.0	@ \$ 31	\$ 36,119.22
Project Surveyor		\$44 - \$50	166.0	@ \$ 51	\$ 8,437.83
LAUD Division Manager		\$58 - \$71	6.0	@ \$ 64	\$ 386.97
LAUD Project Manager		\$48 - \$54	70.0	@ \$ 51	\$ 3,569.65
Project Landscape Architect		\$31 - \$36	144.0	@ \$ 33	\$ 4,823.28
Landscape Designer		\$21 - \$31	270.0	@ \$ 26	\$ 7,018.65
Intern		\$15 - \$21	674.0	@ \$ 18	\$ 12,128.63
Sr. Project Coordinator		\$35 - \$40	48.0	@ \$ 37	\$ 1,799.76

Subtotal Direct Labor Costs \$ 114,482.18
 Anticipated Salary Increases \$ -

Total Direct Labor Costs \$ 114,482

FRINGE BENEFITS

Fringe Benefits	Rate	Total
	72.27%	\$ 82,736

Total Fringe Benefits \$ 82,736

INDIRECT COSTS

Overhead/General and Administrative	87.06%	\$ 99,668
-------------------------------------	--------	-----------

Total Indirect Costs \$ 99,668

FEE @ 10%

\$ 29,689

OTHER COSTS

Mileage	\$ 2,800
Copies	\$ 200
Reproductions	\$ 700
Misc. Costs	\$ 22,655
Overnight Mail/Mail	\$ 800

Total Other Costs \$ 27,155

Mark Thomas Total Costs

\$ 353,730

SUBCONSULTANT 10-H TOTAL COSTS

TJKM	\$ 60,494.00
Basecamp	\$ 45,848.00
RGS	\$ 23,171.00
Crawford & Associates	\$ 32,625.01
Hamner Jewell & Associates	\$ 31,605.25
ESP	\$ 14,339.63

Subconsultants Total Costs

\$ 208,082.89

TOTAL COSTS

\$ 561,814.18