

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

DEPT: Public Works

BOARD AGENDA:5.C.3
AGENDA DATE: March 27, 2018

SUBJECT:

Approval to Award a Contract for Engineering Services to O'Dell Engineering of Modesto, California, for the County Corporation Yard Security Wall Project

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0141

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

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

Noes: Supervisors: _____ None _____

Excused or Absent: Supervisors: _____ None _____

Abstaining: Supervisor: _____ None _____

- 1) Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:

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

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.3
AGENDA DATE: March 27, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for Engineering Services to O'Dell Engineering of Modesto, California, for the County Corporation Yard Security Wall Project

STAFF RECOMMENDATION:

1. Award a contract for Engineering Services to O'Dell Engineering of Modesto, California, for the Stanislaus County Corporation Yard Security Wall Project.
2. Authorize the Director of Public Works to execute a contract with O'Dell Engineering in the amount of \$90,720 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 Stanislaus County Public Works Corporation Yard is located at 1710 Morgan Road in the City of Modesto. The property is surrounded by a chain link fence topped with razor wire. Over the years, the Department has experienced numerous thefts of County equipment where access was gained by cutting through the chain link fence. The Corporation Yard's exterior borders the Union Pacific Railroad property along the eastern side and several private warehouse properties along the southern side. During non-business hours, these areas are secluded locations and do not lend themselves to security patrols.

The project includes the installation of a concrete masonry unit security wall along the eastern property line and a portion of the southern property line of the yard in order to provide a permanent deterrent of thefts. The wall is proposed to be ten feet tall and will be constructed on cast-in-drilled-hole foundation with pile cap grade beams. A three-strand barbed wire array will be fitted to the top of the wall, angled away from the County property, and circular razor wire will be woven around the barbed wire array.

On December 20, 2017, the County solicited proposals from consultants for the County Corporation Yard Security Wall Project.

The scope of design services includes:

- Project management
- Geotechnical investigation
- Topographic and boundary survey

- Utility design and coordination
- Alternative analysis
- Comprehensive engineering services
- Environmental documentation
- Plans, Specifications and Estimates
- UPRR Railroad Permit
- Bidding support and construction support

On January 25, 2018, one proposal was received from O'Dell Engineering. The proposal was evaluated based on required qualifications. Along with the proposal, the consultant's fee was submitted in a separate sealed envelope, and was not part of the evaluation process.

The proposal was evaluated based on the following evaluation criteria:

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

Public Works staff clarified the scope and negotiated the fee and recommends awarding a contract in the amount of \$90,720 to O'Dell Engineering of Modesto, California.

POLICY ISSUE:

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

FISCAL IMPACT:

The cost of the preliminary engineering phase of the County Corporation Yard Security Wall Project is approximately \$110,160 (Contract \$90,720 and Contingencies \$19,440). The project is funded by existing department fund balance and is included in the Fiscal Year 2017-2018 Adopted Final Public Works Road Projects budget. Fund Balance as of June 30, 2017 was \$11,408,925, with a projected use of \$2,624,851 in Fiscal Year 2017-2018.

The total construction cost of the project is estimated at approximately \$853,000. The construction phase will be included in future budgets and will commence when the design phase is completed and funding is approved. The Department will pursue alternative funding sources including various safety grants.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by providing a secure area for County assets.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Security Wall Design Services Agreement with O'Dell Engineering

STANISLAUS COUNTY PUBLIC WORKS PROFESSIONAL DESIGN SERVICES AGREEMENT

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and O'Dell Engineering, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2018-0141 adopted on the 27th day of March, 2018, awarded to Consultant the following Contract:

County Corporation Yard Security Wall County Contract No. 8070

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1 Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

1.2 Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3 Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 – Compensation) and within the time specified in the Project Schedule (Exhibit "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. 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.

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 subcontractors shall not unlawfully discriminate 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, religious creed, color, national origin, ancestry, physical or mental disability including

perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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 Ninety Thousand Seven Hundred Twenty Dollars (\$90,720) 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 **December 28, 2019**, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

5.1 Compensation: In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in **Exhibit "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 subcontractors, 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 the person or entity indemnified is liable by reason of non-delegable duty. 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.

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: Mike Persak, P.E.
- b. Lead/Manager:

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

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

If to County: Theron Roscher, P.E.
 Stanislaus County Public Works
 1716 Morgan Road
 Modesto, CA 95358

If to Consultant: Mike Persak, P.E.
 O'Dell Engineering
 1165 Scenic Dr., Suite A
 Modesto, CA 95350

8.7 Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

8.8 Claims Filed by County's Construction Contractor: If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

8.9 Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

8.10 Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

8.11 Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

Permission to Disclose information on one occasion, or public hearing held by the County relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

The Consultant shall not comment publicly to the press or any other media regarding the contract or the County's actions on the same, except to the County's staff, Consultant's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the County, and receipt of the County's written permission.

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

8.13 National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant with the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

8.14 Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

8.15 Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

8.16 Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subconsultants, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.17 Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

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

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

8.19 Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.20 No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.21 Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

8.23 Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

8.24 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.25 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

COUNTY OF STANISLAUS

O'DELL ENGINEERING

By: 
Matt Machado, Director
Department of Public Works

By: 
Randall O'Dell
President

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

PROJECT UNDERSTANDING

This proposal includes the civil engineering design of the County Corporation Yard Security Wall Project. The project will install approximately 2,100 lineal feet of 8 foot tall CMU security wall along the eastern and southern property lines. The wall will include an anti-graffiti coating and have barbed wire and circular razor wire along the top. The eastern property line is adjacent to the Union Pacific Railroad right-of-way and the southern property line abuts several private properties.

The scope of services includes topographic survey, environmental services, utility research and mapping, alternatives analysis, preparation of plans, specifications & estimate (PS&E), bid & construction support (structural only), and preparation of as-built drawings. Optional services include a geotechnical investigation, right-of-way services, and potholing services.

APPROACH

Our team’s approach is to have an efficient work plan and to provide quality project management in order to successfully complete this project on time and within budget. Our approach to this work draws on our years of experience successfully completing similar projects throughout California’s Central Valley and in Stanislaus County. Our team’s experience with similar projects allows us to identify potential design and construction constraints and to streamline our process which saves our clients valuable time and resources.

Our project approach centers on the principle that our team’s success is only achieved when we focus on the goals of our clients and satisfy the intent of the project. For this project, that means that we will provide the following:

- Mike Persak, PE, an experienced and qualified project manager with a history of providing excellent client service and managing staff, schedules, and budgets. He will coordinate with County staff to gain a clear understanding of the needs for this project. We understand that the success of any project is largely dependent upon the experience and availability of a quality Project Manager.
- A team of professional engineers who understand the design issues associated with designing wall projects. The experience and expertise of our design team encompass the critical skills needed to evaluate the constraints and conditions of this project through all phases of the design, including the preparation of plans, specifications, and estimates.
- An in depth understanding of what has already been done in order to prevent duplicating work and wasting the resources of the County and its citizens.
- Effective designs that complement the project. Our team will work with County and City staff to ensure that the design is compatible with existing operations and maintenance programs and capabilities.
- Design measures that will protect private and public property and the environment. Minimizing impacts and disruption to private property and traffic will not only result in a successful project, but happy neighbors.

We will begin by conducting an organized, productive kick-off meeting with the County. This will ensure that all parties have a good understanding of the project goals, budget, and deadlines, and also allow for discussion of important design issues. Close coordination with the County and design team will be important to keep the project on schedule and within budget. This close coordination will continue throughout the project. Early in the

process, we will establish communication with the utility companies to confirm the location of the existing utilities. Next, our team will expedite the collection of project information in order to begin the design based on the County's intended goals. This includes reviewing existing plans and CAD files, record maps, surveys, and utility company maps.

We will perform a topographic and boundary survey of the eastern and southern property lines. This will help us to determine the location of the proposed wall and determine the extent of any required easements. We believe special consideration should be given to the task of locating the existing utilities which are close to the proposed wall location (potentially including potholing) as this is a critical path item for the success of this project. This will allow us to recognize any potential utility conflicts or other conflicts early in the design process. Any existing facilities within the project area will be analyzed and potential conflicts will be identified.

Our team will establish the CAD base drawing for the project using the existing data, including the topo files, GIS data, aerial photograph, right-of-way maps, and utility maps. This drawing will be the foundation for all of the design work, so the review and confirmation of this plan will be a high priority.

Once data collection and base mapping has been completed, the basis of design will be established. This will confirm the current design standards and codes that will be used for the design. Good communication with the County throughout the design process, including listening to their input and considering the project needs, is crucial to the timely, successful completion of the project. We will work closely with the County and other pertinent agencies/utilities to ensure all parties are satisfied with the final design. We will also prepare an alternatives analysis discussing the pros/cons of the wall vs. the metal fence option, considering installation cost, graffiti removal, maintenance, and security.

We will analyze the horizontal and vertical placement of the proposed wall, *paying close attention to clearances from existing utilities*. The existing retaining wall which is close to the southern property line also poses a design challenge. We will work closely with the County to determine the optimum design: leave the retaining wall in place, replace the retaining wall with a grading slope, or incorporate the retaining height into the new wall. Realizing that continued operations of the County Yard during construction will be a major concern for the County, we will include language in the specifications which require the contractor to avoid impacting the County's access and operations on site.

We will meet with the County to discuss the design and submit the construction documents for review. We also propose to meet with County staff once the preliminary design documents have been reviewed. This promotes a clear understanding of any design changes and allows for discussion to resolve any design issues. We also believe meeting and discussing the design after each County review of the PS&E will help expedite the process and result in the best design for the project. We intend to use 20' scale for the majority of the drawings. Based on our experience on similar projects, we have found this to be necessary to clearly show the existing conditions and proposed improvements in existing streets.

We expect all improvements to be completed within the existing County properties. However, if there is a need to acquire temporary construction easements (TCE), our team will be able to provide the necessary services to acquire them. We will start by identifying the parcels in which TCE's will be required by the Project. Our team will then coordinate with the property owners and County to acquire any required right-of-entry or TCEs in a timely fashion. Our services will include the appraisal, appraisal review, and acquisition/negotiation, if necessary, and keep records (minutes) of those negotiations. We will schedule the acquisitions such that all right-of-entry or TCE acquisitions are complete prior to delivery of the final plans.

This project will require strong project management. Coordination and communication between the design team and the County staff will be a major key to successful completion of the work. Mr. Persak will implement a communication program specifically tailored to meet the needs of this project and conduct regularly scheduled Project Development Team meetings to keep staff up to date and resolve issues as they arise.

If the optional geotechnical investigation is authorized, this will consist of four (4) exploratory borings within the site to evaluate the subsurface soil conditions and penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

SCOPE OF WORK

The following scope of work follows the County's requirement as directed in the above referenced RFP.

O'Dell Engineering will perform the necessary review/analysis, layout and design, and develop complete construction documents to be County and State compliant and will include, but not be limited to the following:

- Prepare an alternatives analysis.
- Prepare plans, specifications and engineer's cost estimate (complete and ready for bidding) for the construction of the project as described the RFP.
- Coordinate any and all design with County staff, utility companies, and existing appurtenances that may be within the project area.
- Provide a design that conforms to the most recent County Standards and Specifications and if applicable, and Caltrans standard plans and specifications.
- Obtain all necessary approvals and permits.
- Provide bidding assistance (structural only) as needed.
- Provide construction assistance (structural only) as needed.
- Provide as-built drawings showing all changes during the construction process.

Upon receipt of the Notice- to-Proceed for this project, O'Dell Engineering will complete the following tasks:

Task 1. Project Management

Task 1.1

- Schedule a kick-off meeting with the County to clarify the exact Scope of Work and all expectations.

Task 1.2

- Perform project management services, including establishing lines of communication and coordination with all public stakeholders, managing sub-consultants, managing the project schedule, and providing monthly project updates.

Task 1.3

- Perform quality assurance/quality control (QA/QC) on the project.

Task 1.4

- Hold Project Development Team (PDT) meetings (includes 3 meetings).

DELIVERABLES:

- Meeting minutes (Hard copy in 8 1/2x11 format, and PDF)
- Project schedule (Hard copy in 8 1/2x11 format, and PDF)
- Monthly progress report (Hard copy in 8 1/2x11 format, and PDF)

Task 2. Environmental Services

Task 2.1

- The proposed wall would be considered a “project” under CEQA. Although wall installation is a relatively minor addition to the overall shop project addressed in the Negative Declaration attached to the RFP, walls and fencing were not specifically addressed, and CEQA coverage for the wall project using the Negative Declaration would not be appropriate. The wall would, however, be reasonably considered exempt from CEQA under CEQA Guidelines Section 15301. BaseCamp Principal Charlie Simpson, author of the Negative Declaration, would visit the wall site, evaluate the project and project site, prepare a written exemption analysis and prepare and file a Notice of Exemption (NOE) with the County Clerk upon approval of the project. Upon filing of the NOE, the CEQA process for the wall project would be complete.

DELIVERABLES:

- Written exemption analysis (Hard copy in 8 1/2x11 format, and PDF)
- Notice of Exemption (NOE) (Hard copy in 8 1/2x11 format, and PDF)

Task 3. Topographic and Boundary Survey

Task 3.1

Establish survey control. All survey work will be on the required datum:

- **Horizontal Control:** Zone III, California Coordinate System of North American Datum 1983 (NAD83).
- **Vertical Control:** North American Vertical datum of 1988 (NAVD88). We will coordinate with the County surveyor to determine the primary vertical datum.

Task 3.2

- Perform a Topographic Survey of the project area to be used for design. Prepare a topographic map adequate for design purposes.

Task 3.3

- Using the existing Record-of-Survey (32-S-38), prepare a final boundary and right-of-way map for the project area.

Note: All Surveying and Mapping will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California.

DELIVERABLES:

- Topographic Survey (Hard copy in 24x36 format, and PDF)
- Right-of-Way Map (Hard copy in 24x36 format, and PDF)

Task 4. Utility Design and Coordination

Task 4.1

- Once all existing utilities are identified in the field, we will contact all corresponding utility companies. Prepare and send "Letter A" and "Letter B" to all of the utility companies.

Task 4.2

- O'Dell Engineering will identify and resolve all potential conflicts with existing utilities.

Task 4.3

- Coordinate the relocation of any affected utilities prior to start of project construction.

DELIVERABLES:

- Utility companies "Letter A" and "Letter B" (Hard copy in 8 ½ x11 format, and PDF)
- Potholing data (Hard copy in 8 ½ x11 format, and PDF)

Task 5. Railroad Coordination

Task 5.1

- Perform coordination with the Union Pacific Railroad (UPRR) regarding the encroachment on the UPRR right-of-way during the construction process. Coordinate with the County as needed regarding any required fees or signatures.

Task 5.2

- Prepare the UPRR encroachment permit application and required exhibits, and submit to UPRR for review and approval.

DELIVERABLES:

- UPRR application (Hard copy in 8 ½ x11 format, and PDF)
- UPRR permit (Hard copy in 8 ½ x11 format, and PDF)

Task 6. Alternatives Analysis

Task 6.1

- Prepare an alternatives analysis discussing the pros/cons of the wall vs. the metal fence option, considering installation cost, graffiti removal, maintenance, and security.

DELIVERABLES:

- Alternatives Analysis Memorandum (Hard copy in 8 ½ x11 format, and PDF)

Task 7. Comprehensive Engineering Services

Task 7.1

- Prepare horizontal layout design of proposed wall.

Task 7.2

- Prepare grading design of proposed wall, including wall grades and grading transitions to adjacent improvements where needed.

Task 7.3

- Design the utility relocations identified in Task 4.3.

Task 7.4

- Prepare the structural design of the 8' CMU wall.

DELIVERABLES:

- Horizontal layout plan of wall (Hard copy in 24x36 format, and PDF)
- Grading plan for wall (Hard copy in 24x36 format, and PDF)
- Structural design calculations (Hard copy in 11x17 format, and PDF)

Task 8. Plans, Specifications, and Estimate (PS&E)

Project construction documents will be prepared and be submitted to the County at the 30%, 90%, and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 90% should be of sufficient level to start right-of-way acquisition after environmental determination is achieved. We will coordinate each submittal with the County and any other agency that might have a stake in the project.

Plans and specifications will be provided in a digital format. The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks will be prepared using AutoCAD Civil 3D 2016 format.

Task 8.1

- Prepare preliminary design documents (30%) consisting of design criteria, preliminary drawings, outline specifications, and opinion of probable construction cost. Submit to County and other necessary agencies for review.

Task 8.2

- Review the County comments on the 30% submittal and meet with the County/City to discuss and resolve any design issues. Prepare 90% PS&E, incorporating County/City comments and any other comments received by local utilities. Present the 90% PS&E and review them in person with County Representatives and any additional stake holders as required by the project.

Task 8.3

- Review the County comments on the 90% submittal and meet with County (if necessary) to discuss and resolve any design issues. Prepare 100% PS&E, incorporating County comments and any other comments received by local utilities. Submit the 100% PS&E to the County for approval, as well as to any additional stake holders as required by the project.

DELIVERABLES:

- Improvement plan drawings (Hard copy in 24x36 and 11x17 format, and PDF)
- Engineer's opinion of probable cost (Hard copy in 8 ½ x11 format, and PDF)
- Specifications (Hard copy in 8 ½ x11 format, and PDF)

Task 9. Bidding/Construction Support/As-Built Drawings

Task 9.1

- We will provide bid support services that consist of assisting the County in responding to all structural design related Requests for Information (RFI's) during the project advertisement phase.

Task 9.2

- We will include services for engineering construction support for structural design related issues. These services will include assisting the County with responding to all Requests for Information (RFI), altering project plans to address any design flaws or inconsistencies, attendance at the preconstruction meeting, review shop drawings, and provide consultation for

the construction contractor for items relating to structural design only.

Task 9.3

- We will modify the final Mylar plans to show the final location and layout of all piping and conduits, structures, and other facilities. The as-built record drawings will reflect change orders, accommodations, and adjustments to all improvements constructed.

DELIVERABLES:

- Responses to structural design RFI's (Hard copy in 8 ½ x11 format, and PDF)
- Reviewed structural design submittals (Hard copy in 8 ½ x11 format, and PDF)
- Record Drawings (Mylar hard copy and PDF)

Optional Tasks

Task A1. Geotechnical Investigation (Krazan)

For the purpose of this investigation, we plan to drill four (4) exploratory borings within the site to evaluate the subsurface soil conditions. The exploratory borings will be advanced to depths, ranging from approximately 15 to 25 feet or auger refusal. During drilling operations, penetration tests will be performed at regular intervals to evaluate the soil consistency and to obtain information regarding the engineering properties of the subsoils. Soil samples will be retained for laboratory testing. The soils encountered will be continuously examined and visually classified in accordance with the Unified Soil Classification System. All fieldwork will be done under the supervision of a Geotechnical Engineer. Laboratory testing will be dependent on the results of the field-testing and sampling program, as well as consideration of the foundation system most practical and cost-effective for the project. At this time, a series of dry density determinations, moisture contents, expansion tests, direct shear tests and consolidation tests are anticipated. The results of the field exploration, laboratory testing, and engineering analysis will be presented in a formal report after thorough discussion of the project findings with the other Project Consultants.

Task A2. Right-of-Way Services

Although it is anticipated that the improvements will be located within current County site, it is highly likely that there will be some right-of-way required. These include rights of entry and/or temporary construction easements to enter into or upon private property to construct the project. (It is assumed that a right of entry or temporary construction easement will not be needed along the railroad since the encroachment permit will cover this.)

Task A2.1

- Identify the parcels which will require a right of entry and/or temporary construction easement.

Task A2.2

- If necessary, prepare legal descriptions and plats for temporary construction easements (TCC) necessary for construction.

Task A2.3

- Prepare the appraisals/appraisal reviews for the affected properties.

Task A2.4

- Acquire the required easements/rights-of-entry, including negotiating with the property owners if necessary.
- Keep records (minutes) from the negotiations.

Task A2.5

- Coordinate with affected property owners, County, title companies, appraiser, and other entities necessary to process and record the required right-of-way documents.
- Prepare and mail a standard right-of-entry form to these addresses and will track responses from impacted property owners and residents.

DELIVERABLES:

- Appraisals (Hard copy in 8 ½ x11 format, and PDF)
- Recorded right-of-way documents (Hard copy in 8 ½ x11 format, and PDF)
- Legal Descriptions and Plats (Hard copy in 8 1/2x11 format, and PDF)

Task A3. Potholing Service

Task A3.1

- Perform potholing (1 day) at an assumed total of 20 locations. Services include traffic control plans, traffic control, breakout, pothole, document, and backfill.

TASK OUTLINE

TASK 1 - PROJECT MANAGEMENT

- 1.1 KICK-OFF MEETING
- 1.2 PROJECT MANAGEMENT
- 1.3 QA/QC
- 1.4 PROJECT DEVELOPMENT TEAM (PDT) MEETINGS (ASSUMES 3 MTGS)

TASK 2 – ENVIRONMENTAL SERVICES

- 2.1 ANALYSIS OF ENVIRONMENTAL DOCUMENT, NOTICE OF EXEMPTION

TASK 3 - TOPOGRAPHIC AND BOUNDARY SURVEY

- 3.1 ESTABLISH CONTROL
- 3.2 TOPOGRAPHIC SURVEY
- 3.3 RIGHT-OF-WAY MAP

TASK 4 - UTILITY DESIGN AND COORDINATION

- 4.1 COORDINATION WITH UTILITY COMPANIES, INCLUDING LETTERS A & B
- 4.2 CONFLICT RESOLUTION
- 4.3 COORDINATE ANY REQUIRED UTILITY RELOCATIONS

TASK 5 - RAILROAD COORDINATION

- 5.1 COORDINATION WITH UPRR
- 5.2 ENCROACHMENT PERMIT

TASK 6 – ALTERNATIVES ANALYSIS

- 6.1 ALTERNATIVES ANALYSIS

TASK 7 - COMPREHENSIVE ENGINEERING SERVICES

- 7.1 HORIZONTAL WALL ALIGNMENT
- 7.2 GRADING DESIGN
- 7.3 UTILITY RELOCATION DESIGN
- 7.4 WALL STRUCTURAL DESIGN

TASK 8 - PS&E

- 8.1 30% PS&E
- 8.2 90% PS&E
- 8.3 100% PS&E

TASK 9 - BIDDING/CONSTRUCTION SUPPORT/AS-BUILT DRAWINGS

- 9.1 BID SUPPORT SERVICES (STRUCTURAL)
- 9.2 ENGINEERING CONSTRUCTION SUPPORT (STRUCTURAL)
- 9.3 AS-BUILT PLANS

OPTIONAL TASKS

TASK A1 – GEOTECHNICAL INVESTIGATION

TASK A2 – RIGHT-OF-WAY SERVICES

- A2.1 DETERMINE RIGHT-OF-WAY REQUIRED
- A2.2 LEGAL DESCRIPTIONS & PLATS
- A2.3 APPRAISAL/APPRaisal REVIEW
- A2.4 ACQUISITION/NEGOTIATION
- A2.5 COORDINATION/PROCESSING

TASK A3 – POTHOLING SERVICE (ASSUMES UP TO 20 POTHOLES)

LIMITATIONS

Client to Provide:

- All agency fees
- USA requests, if appropriate
- Front end documents boilerplate
- Inspection and construction management services

Limitations:

- Any additional services not specifically noted in this scope of work requested by the Client may be provided by the Consultant on a time and materials basis per the Consultants current rate schedule or at a fixed fee agreed upon by both parties.
- No detailed traffic control plan is included. Specifications will require the contractor to prepare a detailed traffic control plan.
- No Storm Water Pollution Prevention Plan (SWPPP) has been included, but can be added at the client’s request. Specifications will require the contractor to prepare the SWPPP.
- Plans will be based on County Improvement Standard Plans and Specifications and Caltrans Standard Plans and Specifications.
- No landscaping or irrigation design is included but can be added at the client’s request.
- Excludes construction staking.
- Excludes attendance at regular (i.e. weekly, monthly) construction meetings
- Excludes bid and construction period services other than structural design issues.
- Title Company and Escrow Fees
- Recording Fees

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 and the Auto 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 and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

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

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

Notice of Cancellation

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

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (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]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Randall O'Dell Date: _____

Signature: [Handwritten Signature] Date: 2/28/18

Vendor Name: O'Dell Engineering

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO-Risk Management Division: _____ Date: _____

EXHIBIT C
PROJECT SCHEDULE

O'Dell Engineering
 County Corporation Yard Security Wall
 Stanislaus County
 January 26, 2018

ID	Task Name	Duration	Start	Finish	Predecessors	Apr '18		May '18			Jun '18			Jul '18			Aug '18			Sep '18			Oct '18			Nov '18			Dec '18			Jan '19			Feb '19										
						1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30
1	1.0 Project Management	107 days	Mon 4/2/18	Tue 8/28/18		[Task Bar]																																							
2	1.1 Kick-Off Meeting	1 day	Mon 4/2/18	Mon 4/2/18		[Task Bar]																																							
3	1.2 Project Development Team (PDT) Meetings (3)	3 days	Tue 5/15/18	Tue 8/28/18		[Task Bar]																																							
4	2.0 Environmental Services	21 days	Tue 4/3/18	Tue 5/1/18		[Task Bar]																																							
5	2.1 Analysis of Environmental Document, Notice of Exemption	21 days	Tue 4/3/18	Tue 5/1/18	2	[Task Bar]																																							
6	3.0 Topographic and Boundary Survey	51 days	Tue 4/3/18	Tue 6/12/18		[Task Bar]																																							
7	3.1 Establish Control	1 day	Tue 4/3/18	Tue 4/3/18	2	[Task Bar]																																							
8	3.2 Topographic Survey	10 days	Wed 4/4/18	Tue 4/17/18	7	[Task Bar]																																							
9	3.3 Right-of-Way Map	10 days	Wed 4/18/18	Tue 5/1/18	8	[Task Bar]																																							
10	3.4 Legal Descriptions & Plats	10 days	Wed 5/30/18	Tue 6/12/18	25	[Task Bar]																																							
11	4.0 Utility Design and Coordination	56 days	Tue 4/3/18	Tue 6/19/18		[Task Bar]																																							
12	4.1 Coordination with Utility Companies	45 days	Tue 4/3/18	Mon 6/4/18	2	[Task Bar]																																							
13	4.2 Potholing Service	1 day	Tue 6/5/18	Tue 6/5/18	12	[Task Bar]																																							
14	4.3 Conflict Resolution	5 days	Wed 6/6/18	Tue 6/12/18	13	[Task Bar]																																							
15	4.4 Coordinate Any Required Utility Relocations	5 days	Wed 6/13/18	Tue 6/19/18	14	[Task Bar]																																							
16	5.0 Railroad Coordination	45 days	Tue 4/3/18	Mon 6/4/18		[Task Bar]																																							
17	5.1 Coordination with UPRR	45 days	Tue 4/3/18	Mon 6/4/18	2	[Task Bar]																																							
18	5.2 Encroachment Permit	45 days	Tue 4/3/18	Mon 6/4/18	2	[Task Bar]																																							
19	6.0 Comprehensive Engineering Services	10 days	Wed 4/18/18	Tue 5/1/18		[Task Bar]																																							
20	6.1 Horizontal Wall Alignment	10 days	Wed 4/18/18	Tue 5/1/18	8	[Task Bar]																																							
21	6.2 Grading Design	10 days	Wed 4/18/18	Tue 5/1/18	8	[Task Bar]																																							
22	6.3 Utility Relocation Design	10 days	Wed 4/18/18	Tue 5/1/18	8	[Task Bar]																																							
23	6.4 Wall Structural Design	10 days	Wed 4/18/18	Tue 5/1/18	8	[Task Bar]																																							
24	7.0 PS&E	85 days	Wed 5/2/18	Tue 8/28/18		[Task Bar]																																							
25	7.1 30% PS&E	20 days	Wed 5/2/18	Tue 5/29/18	23	[Task Bar]																																							
26	7.1.1 County Review	10 days	Wed 5/30/18	Tue 6/12/18	25	[Task Bar]																																							
27	7.2 90% PS&E	30 days	Wed 6/13/18	Tue 7/24/18	26	[Task Bar]																																							
28	7.2.1 County Review	10 days	Wed 7/25/18	Tue 8/7/18	27	[Task Bar]																																							
29	7.3 100% PS&E	15 days	Wed 8/8/18	Tue 8/28/18	28	[Task Bar]																																							
30	8.0 Right of Way Services (Per Parcel)	77 days	Wed 5/2/18	Thu 8/16/18		[Task Bar]																																							
31	8.1 Determine Right-of-Way Required	30 days	Wed 5/2/18	Tue 6/12/18	23	[Task Bar]																																							
32	8.2 Appraisal/Appraisal Review	12 days	Wed 6/13/18	Thu 6/28/18	31	[Task Bar]																																							
33	8.3 Acquisition/Negotiation	20 days	Fri 6/29/18	Thu 7/26/18	32	[Task Bar]																																							
34	8.4 Coordination/Processing	15 days	Fri 7/27/18	Thu 8/16/18	33	[Task Bar]																																							
35	9.0 Bidding/Construction Support/As-Built Drawings	120 days	Wed 8/29/18	Tue 2/12/19		[Task Bar]																																							
36	9.1 Bid Support Services	25 days	Wed 8/29/18	Tue 10/2/18	29	[Task Bar]																																							
37	9.2 Engineering Construction Support	90 days	Wed 10/3/18	Tue 2/5/19	36	[Task Bar]																																							
38	9.3 As-Built Plans	5 days	Wed 2/6/19	Tue 2/12/19	37	[Task Bar]																																							

Task [] Task Duration []

EXHIBIT D
FEE SCHEDULE

