

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

DEPT: Public Works

BOARD AGENDA: 6.C.2
AGENDA DATE: May 15, 2018

SUBJECT:

Approval to Adopt Plans and Specifications for the Turlock-Denair Amtrak Station Parking Lot Expansion Project and Award the Construction Contract to George Reed, Inc. of Modesto, California

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0218

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

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

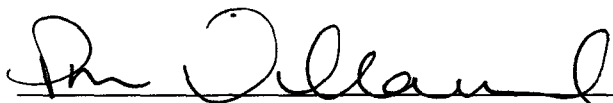
Noes: Supervisors: None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: None _____

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

MOTION:



ATTEST: **PAM VILLARREAL, Assistant Clerk of the Board of Supervisors**

File No.

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

DEPT: Public Works

BOARD AGENDA:6.C.2
AGENDA DATE: May 15, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Adopt Plans and Specifications for the Turlock-Denair Amtrak Station Parking Lot Expansion Project and Award the Construction Contract to George Reed, Inc. of Modesto, California

STAFF RECOMMENDATION:

1. Approve the Plans and Specifications for Turlock-Denair Amtrak Station Parking Lot Expansion project.
2. Award a contract for Construction Services to George Reed, Inc. of Modesto, California, for the Turlock-Denair Amtrak Station Parking Lot Expansion project.
3. Authorize the Director of Public Works to execute a contract with George Reed, Inc. in the amount of \$263,636 and to sign necessary documents, including any amendments to the agreement not to exceed 10%, in accordance with Public Contract Code section 20137 and 20142.
4. Approve the Measure L Cooperative Agreement between the County of Stanislaus and the Stanislaus County Council of Governments for the Turlock-Denair Amtrak Station Improvements.
5. Authorize the Director of Public Works to execute the Measure L Cooperative Agreement with the Stanislaus County Council of Governments.
6. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

In cooperation with the San Joaquin Joint Powers Authority (SJJPA), Stanislaus County is planning an improvement project at the Turlock-Denair Amtrak station. The Turlock-Denair Amtrak station serves the San Joaquin's passenger rail service which serves the Central Valley from Bakersfield to Sacramento. The SJJPA has administrative responsibilities of the rail service, while Amtrak is the operator of the San Joaquin's rail service.

Due to a newly deployed daily roundtrip passenger service from Bakersfield to Oakland, SJJPA has proposed to implement improvements to several of the Amtrak stations along the rail line, including expanding the parking lot at the Turlock-Denair station. The

planned improvements include expanding the parking capacity by 50 spaces, installing additional lighting, and an additional security camera.

A Notice of Exemption was filed with the County Clerk on July 11, 2017, in accordance with the California Environmental Quality Act (CEQA).

On January 10, 2018, an invitation to bid was electronically posted to the Modesto Reprographics online plan room. On March 28, 2018, one sealed bid from George Reed, Inc of Modesto, California in the amount of \$263,636 was received, publicly read, and opened. The engineer's estimate for the project was \$215,000.

As a result of only receiving one bid, the county contacted multiple local contractors to inquire as to why they did not bid on the project. Contractor's responses varied; they were too busy, the project scope and cost were too small, or they did not meet the federal requirements within the job specifications.

Public Works staff reviewed the bid proposal package from George Reed, Inc. and determined it to be regular in all respects and recommends awarding a contract in the amount of \$263,636.

This project is eligible as a Rail Services project under the "Other Transportation Programs and Services" category of the Measure L sales tax measure. In order to utilize funding from Measure L as the local match funding source, the County must execute a cooperative agreement with the Stanislaus Council of Governments (StanCOG). The cooperative agreement would allow up to, but not to exceed, \$150,000 of Measure L funds to be utilized by the County for design, construction, and construction management of the project. On April 18, 2018, the StanCOG policy board approved the cooperative agreement at their board meeting. StanCOG's executive director will sign the agreement once the County's board of supervisors has approved the agreement and authorized the Public Works Director to execute the agreement.

Public Works recommends approving the Measure L Cooperative Agreement between the County of Stanislaus and the Stanislaus County Council of Governments for the Turlock-Denair Amtrak Station Improvements and to authorize the Public Works Director to execute the agreement.

POLICY ISSUE:

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

FISCAL IMPACT:

Costs associated to assure delivery of the project is in the amount of \$339,999 as follows:

- Contract: \$263,636
- Contingencies: \$26,363
- Material Sampling and Testing: \$15,000
- Construction Management and Inspection: \$35,000

The SJJPA will be contributing funds for the construction of the project in the amount of \$232,800. The County will be contributing Measure L funds in the amount of \$107,199 for construction, material sampling and testing, construction management and

inspection. Funding is available in the Fiscal Year 2017-2018 Adopted Final Public Works Road budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services & Community Infrastructure* by improving existing parking infrastructure that will accommodate the growing commuter community and improve the safety of travelers.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153.

ATTACHMENT(S):

1. Plans and Specifications (Available from Clerk)
2. Turlock-Denair Amtrak Station Parking Lot Contract - George Reed
3. Measure L Cooperative Agreement Turlock Denair Amtrak Station Improvements

AVAILABLE FROM CLERK

Plans and Specifications for the
Turlock/Denair Amtrak Station Parking Lot
Project

COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between George Reed, Inc., whose place of business is located at 140 Empire Avenue, Modesto, California 95354 (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2018-0218 adopted on the 15th day of May, 2018 awarded to Contractor the following Contract:

Turlock-Denair Amtrak Station Parking Lot Expansion Project County Contract No. 9640

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Architect/Engineer and Project Manager

- 2.1 Stanislaus County Public Works designed the Project and furnished the Plans and Specifications. Stanislaus County Public Works shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Thirty (30) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

- 4.1 County shall pay Contractor the Contract Sum of **Two Hundred Sixty-Three Thousand Six Hundred Thirty-Six Dollars (\$263,636)** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid (Exhibit A).

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing

of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

- Agreement
- Encroachment Permit (if applicable)
- Form FHWA-1273 (if applicable)
- Project Plans
- Project Specifications
- State Standard Specifications and Standard Plans

Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the

Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 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.

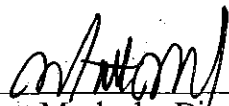
If to County:
David Leamon, Deputy Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358


If to Contractor:
Ed Berlier, Vice President
George Reed, Inc.
P.O. Box 4760
Modesto, CA 95352

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

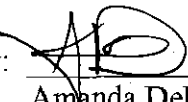
COUNTY OF STANISLAUS

GEORGE REED, INC.

By: 
Matt Machado, Director
Public Works Department

By: 
Ed Berlier
Vice President

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Amanda DeHart
Deputy County Counsel

CONTRACTOR'S BID SHEET**Turlock-Denair Amtrak Station Parking Expansion
San Joaquin Joint Powers Authority**

BASE BID (WORK ON PUBLIC LAND)

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-3	Mobilization	1	LS	24,000.00	24,000.00
2	SP-4	Water Pollution Control	1	LS	15,000.00	15,000.00
3	SP-8	Clearing and Grubbing	1	LS	28,000.00	28,000.00
4	SP-9	Miscellaneous Concrete Construction	1	LS	35,000.00	35,000.00
5	SP-10	Site Grading	1	LS	22,000.00	22,000.00
6	SP-11	Hot Mix Asphalt (Type A)	400	TON	105.00	42,000.00
7	SP-12	Thermoplastic Striping, Pavement Markings and Signage	1	LS	7,400.00	7,400.00
8	SP-13	Lighting	1	LS	37,300.00	37,300.00
9	SP-14	Landscaping	1	LS	15,179.00	15,179.00
10	SP-15	Irrigation System	1	LS	13,307.00	13,307.00
11	SP-16	Crushed Decomposed Granite	1	LS	250.00	250.00
12	SP-17	Relocate Wheel Stops	1	LS	1,400.00	1,400.00
13	SP-18	Amtrak Coordination	1	LS	*\$5,000	*\$5,000
14	SP-19	Security Cameras	1	LS	13,800.00	13,800.00
15	SP-20	As-Built Drawings	1	LS	4,000.00	4,000.00
TOTAL BASE BID:						263,636.00

**MEASURE L COOPERATIVE AGREEMENT
TURLOCK-DENAIR AMTRAK STATION IMPROVEMENTS**

This Cooperative Agreement (“Agreement”) is made and entered into this _____ day of _____, 2018 by and between the COUNTY OF STANISLAUS, a political subdivision of the state (“Sponsor”) and the STANISLAUS COUNCIL OF GOVERNMENTS, acting as the Local Transportation Authority (“Authority”).

RECITALS

WHEREAS, Authority and Sponsor desire to enter into a Cooperative Agreement for funding of transportation improvements in Stanislaus County pursuant to the authority provided by the Measure “L” Local Roads First Transportation Funding Measure Ordinance and Expenditure Plan (“Measure L”), which was approved by the voters of Stanislaus County on November 8, 2016; and

WHEREAS, Sponsor desires to receive funding from the Authority for the particular transportation improvement project specified herein (“Project”); and

WHEREAS, the Project is eligible as a Rail Services project of the “Other Transportation Programs and Services” category of Measure L; and

WHEREAS, the Rail Services category identified in the Measure L Expenditure Plan designates funds for “operations, maintenance and infrastructure improvements for public transit connections to existing rail services”; and

WHEREAS, Authority shall issue reimbursement payments as provided in Section 2.1 to Sponsor pursuant to a request for reimbursement submitted by the Sponsor; however, the Sponsor understands that in no event shall reimbursement payments, when aggregated with the previously approved reimbursement requests, exceed \$150,000 of the total construction costs as listed in Exhibit “A”; and

WHEREAS, Sponsor agrees to abide by the terms and conditions of the Authority as set forth herein for the receipt of Measure L funds; and

WHEREAS, Authority agrees to provide funding for the transportation improvements of the Sponsor's Project according to the terms and conditions set forth herein; and

WHEREAS, Sponsor’s Board of Supervisor’s approved this Agreement on _____;
and

WHEREAS, Authority’s Board of Directors approved this Agreement on _____; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

SECTION I

1.1. Project Application. The complete Project description, scope of work, delivery schedule, estimate of cost by activity, anticipated amount and type of funds that will supplement Measure L funds, and the anticipated timing for release of Measure L funds shall be specified in the application, which is attached as Exhibit "A," and incorporated herein by this reference.

1.2. Change In Project Scope. A change in the Project scope as described in Exhibit "A" may not be implemented until it has been approved by the Authority. In no event will a change in scope result in the Authority reimbursing more than \$150,000.

1.3. Eligible Reimbursement Costs. Eligible reimbursement costs shall be design and construction costs as specified in Exhibit "A" or as may be approved from time to time by the Authority pursuant to Section 1.2.

1.4. Right of Way Costs. It is understood that right-of-way acquisition costs are not eligible reimbursement costs of the Project.

1.5. Invoices and Progress Reports. Starting one month after the execution of this Agreement, Sponsor shall provide monthly progress reports and shall provide invoices no less than monthly for activities conducted over the prior unbilled month. These documents shall include the following specified information:

1.5.a. Copies of Consultant Invoices. Sponsor shall provide the Authority with one (1) copy of all invoices submitted to Sponsor by every consultant, subconsultant, contractor, or subcontractor performing work related to the Project.

1.5.b. Progress Reports. The monthly progress reports shall include a brief description of the status of the Project, costs billed by task to date, budgeted funds remaining for each task to date and the work completed for each task to date. This summary may be included on the invoices submitted to the Authority or be attached to those invoices.

1.6. Use of Funds. Sponsor shall use Measure L funds consistent with the project scope of work described in Exhibit "A" or approved in writing by the Authority pursuant to Section 1.2.

1.7. Submittal of Documents. Sponsor shall provide copies to the Authority of all executed contracts which relate to the Project scope as described in Exhibit "A" or approved by the Authority pursuant to Section 1.2. Sponsor shall retain records pertaining to the Project for a four (4) year period following completion of the Project.

1.8. Completion of Project. Sponsor shall be responsible for the timely completion of the construction of the Project and provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of work. Since Sponsor is responsible for project management and oversight, any and all costs which exceed \$150,000 of the total eligible design and construction costs set forth in Exhibit "A" shall be the sole responsibility of Sponsor. This provision shall apply in all instances including situations where a change in scope has been approved by the Authority pursuant to Section 1.2

1.9.a. Letter of Project Completion. Sponsor shall provide a letter of project completion which includes final cost, revenues, schedule of activities, etc. This letter shall accompany the final invoice for payment from the Sponsor to provide notice of project account closing by Authority.

1.10. Provision of Signs. Sponsor shall install signs approved by the Authority consistent with the specifications set forth in Exhibit "B" of this Agreement, attached hereto and incorporated herein by this reference. Signs shall be posted at both ends of the project boundaries so as to be visible to motorists traveling in either direction.

SECTION II

2.1. Reimbursement Payments. The Authority shall make reimbursement payments to Sponsor for eligible Project costs as specified in Exhibit "A". To receive monthly reimbursement payments for work completed on the Project, Sponsor shall comply with the following reimbursement procedures:

2.1.a. Deadline to Submit Reimbursement Requests. All invoices and progress reports shall be submitted to Authority on or before 5:00 p.m. on the tenth (10th) calendar day of the month in which the Sponsor requests reimbursement payments. Authority shall issue reimbursement payments to Sponsor on or before the last day of the month for all timely submittals.

2.1.b. Late Submittals. If Sponsor fails to submit documents to Authority as set forth in Section 2.1.a, above, then Authority may provide reimbursement payments for late submittals in the following calendar month.

2.1.c. Ineligible Expenditures. The Authority, in accordance with Section 2.1.e., reserves the right to adjust current or future reimbursement payments to Sponsor if an invoice includes ineligible expenditures.

2.1.d. Reimbursement Amount. The amount of reimbursement payments to Sponsor shall not exceed \$150,000 of eligible expenditures submitted to the Authority as specified in Exhibit "A".

2.1.e. Suspension of Reimbursement. If the Authority determines that any costs in an invoice are not allowable, the Authority shall return the invoice to Sponsor, with an invoice dispute notice outlining the reason for the return and the proposed remedy, if one exists, which would make the invoice acceptable for payment. Sponsor may re-submit the invoice for payment after reviewing the invoice dispute notice and making any necessary corrections. Sponsor may also immediately submit a new invoice representing only the amounts which are not in dispute, while setting aside the disputed amounts for review in accordance with the provisions set forth in this Section 2.1.

2.1.f. (1) Meeting. Once a dispute has occurred, the Authority shall arrange a meeting between the Authority and the Sponsor staff to discuss and attempt to resolve the dispute. If the invoice was received on or before 5:00 p.m. on the 10th day of the month, the meeting shall be held no later than the 20th day of the same month. If the invoice was received after this date and time, then the meeting shall be held no later than the 20th day of the following month.

2.1.g. (2) Management and Finance Committee. If an agreement cannot be reached at the meeting, then the Sponsor or the Authority shall have the option to take the dispute to the Authority's Management and Finance Committee, with the understanding that by doing so the reimbursement for the disputed cost item(s) will be delayed until a resolution of the matter is reached.

2.1.h. (3) Board Decision. If the Sponsor or the Authority disagrees with the resolution by the Management and Finance Committee then the dispute shall be submitted to the Authority's Board for resolution. If the Board determines that the disputed cost item(s) is ineligible, the Authority shall not provide reimbursement payment to the Sponsor for the disputed item(s). If the Board determines that the disputed cost item(s) is eligible, then the Authority shall provide reimbursement payment to the Sponsor for the disputed cost. The decision by the Authority Board shall be final.

2.1.i. (4) Reservation of Rights. By utilizing the above procedures, the Sponsor does not surrender any rights to pursue available legal remedies if the Sponsor disagrees with the Board decision.

2.1.j. Acceptance of Work Does Not Result In Waiver. Reimbursement payments do not result in a waiver of the right of the Authority to require fulfillment of all terms of this Agreement.

2.2 Right to Conduct Audit. The Authority shall have the right to conduct an audit of all Sponsor's records pertaining to the Project at any time during the four (4) year period after completion of the Project.

SECTION III

3.1. Term. This Agreement shall remain in effect until discharged or terminated as provided in Section 3.2 or Section 3.14.

3.2. Discharge. This Agreement shall be subject to discharge as follows:

3.2.a. Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written consent of the parties.

3.2.b. Discharge Upon Completion of Project. Except as to any rights or obligations which survive discharge as specified in Section 3.13, this Agreement shall be discharged, and the parties shall have no further obligation to each other, upon completion of the Project as certified by the Authority.

3.3. Indemnity. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Sponsor:

3.3.a. Sponsor shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any damage or liability occurring by reason of anything done or omitted to be done by Sponsor under the Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Sponsor shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Sponsor under this Agreement or in connection with any work, authority, or jurisdiction delegated to Sponsor under this Agreement.

3.3.b. Authority shall fully defend, indemnify and hold harmless Sponsor, and any officer or employee of Sponsor, against any damage or liability occurring by reason of anything done or omitted to be done by Authority under or in connection with any work, authority or jurisdiction delegated to Authority under the Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold the Sponsor harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4. Notices. Any notice which may be required under this Agreement shall be in writing and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below:

TO AUTHORITY:

1111 "P" Street, Suite 308
Modesto, CA 95354
Attention: Rosa DeLeon Park, Executive Director

TO SPONSOR:

1716 Morgan Road
Modesto, CA 95358
Attention: Director of Public Works

Either party may change its address by giving notice of such change to the other party in the manner provided in this Section 3.4. All notices and other communications shall be deemed communicated as of actual receipt or after the second business day after deposit in the United States mail.

3.5. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.6. Integration. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.7. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.8. Independent Agency. Sponsor renders its services under this Agreement as an independent agency and the Authority is also an independent agency under the Agreement. None of the Sponsor's agents or employees shall be agents or employees of the Authority and none of the Authorities' agents or employees shall be agents or employees of Sponsor.

3.9. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

3.10. Binding on Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the Authority or as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

3.11. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.12. Counterparts. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.13. Survival. The following provisions in this Agreement shall survive discharge:

3.13.a. Sponsor. As to Sponsor, the following sections shall survive discharge: Section 1.6 (obligation to apply funds to Project), Section 1.7 (obligation to provide copies and retain records), Section 1.8 (obligation to continue to manage Project).

3.13.b. Authority. As to Authority, the following section shall survive discharge: Section 2.2 (right to conduct audit).

3.13.c. Both Parties. As to both parties, the following section shall survive discharge: Section 3.3. (mutual indemnities).

3.14. Limitation. All obligations of Authority under the terms of this Agreement are expressly contingent upon the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure L. If for any reason the Authority's right or ability to collect or expend such sales tax proceeds is terminated or suspended in whole or part so that it materially affects the Authority's ability to fund the Project, the Authority shall promptly notify Sponsor, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent. Any future obligation to fund this Project or any other project or projects of Sponsor, not already specifically covered by separate Agreement, shall arise only upon execution of a new Agreement.

3.15. Attorneys' Fees. Should any litigation commence between the parties concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees and costs of such litigation, or in a separate action brought for that purpose.

3.16. Time. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.17. Remedies Cumulative. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.18. Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California.

3.19. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.20. No Continuing Waiver. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.21. No Rights in Third Parties. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.22. Signator's Warranty. Each party warrants to each other that he or she is fully


authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

COUNTY OF STANISLAUS,
a political subdivision of the state

STANISLAUS COUNTY LOCAL
TRANSPORTATION AUTHORITY

By: _____

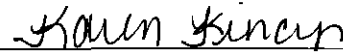

Matthew Machado
Public Works Director

By: _____


Rosa De Leon Park
Executive Director

ATTEST:

By: _____


Its: manager of Finance

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____


Amanda DeHart
Deputy County Counsel

By: _____



Monica J. Streeter
General Counsel

EXHIBIT "A"
 APPLICATION FOR MEASURE L COOPERATIVE AGREEMENT
 AND
 SCOPE OF WORK

This application is a request for reimbursement of design and construction costs.

1. Project Names, Locations:

- Turlock-Denair Amtrak Station Improvements
- Expansion of the parking capacity at the Turlock-Denair station by 50 spaces and installation of additional lighting and an additional security camera.

2. Project Sponsor:

- County of Stanislaus

3. Contact Person:

- Chris Brady, Deputy Director of Public Works
 1716 Morgan Road
 Modesto, CA 95358
 (209) 525-4184

4. Project Scope of Work:

A new permanent parking lot with up to 53 parking spaces will be built in an area that incorporates the existing Turlock-Denair Amtrak Station parking lot and land immediately to the south. The scope of the project includes the following improvements:

- Grading and paving of the existing BNSF right of way to allow for additional parking.
- Storm drainage retention facilities will be installed to drain into a combination of open swales and horizontal drains.
- Additional site lighting.
- Additional security camera will be added to the existing system
- High curbs will be placed around the existing and proposed parking area.
- Minor landscape improvements including landscape islands with irrigation and trees.
- Flagging is required by BNSF for days work takes place in the railroad right-of-way. Due to high daily cost of flagging, the project will be planned to minimize the number days that will require flagging.
- Temporary parking and access to the platforms will be provided during construction.

5. Expected Timing for Delivery of Overall Project (indicate if task is already completed, not applicable or if part of phasing of the Project):

	<u>Start Date</u>	<u>Completion Date</u>
Environmental Clearance		July 2017

Design		December 2017
Construction	May 2018	July 2018

6. Estimated Cost of Phase 1 Project Activities:

Design	\$40,000.00
Construction	\$60,000.00
Construction Management	\$50,000.00
TOTAL EXPENSES	\$150,000.00

7. Expected Timing for Reimbursement of Sponsor by Quarter:

	<u>FY 17/18</u>	<u>FY 18/19</u>	<u>FY 19/20</u>
First Quarter			
Second Quarter		\$40,000	
Third Quarter		\$110,000	
Fourth Quarter			
TOTAL		\$150,000.00	

8. Source(s) and Amount of Matching Funds:

<u>Source</u>	<u>Amount</u>
Caltrans FY 16/17 Minor Capital Funds for State-Supported Intercity Rail	\$182,800
Governor's Office of Emergency Services FY 16/17 California Transit Security Grant Program	\$50,000
Measure L Regional Project Funds	\$150,000.00
TOTAL	\$382,800.00

9. Project Map :

