

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

DEPT: Public Works

BOARD AGENDA:6.C.3
AGENDA DATE: May 15, 2018

SUBJECT:

Approval to Award a Contract for Engineering Services to Siegfried Engineering of Stockton, California, for the Crows Landing Road Improvement Project: State Route 99 to Approximately 700 Feet South of 7th Street

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0219

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.3
AGENDA DATE: May 15, 2018

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for Engineering Services to Siegfried Engineering of Stockton, California, for the Crows Landing Road Improvement Project: State Route 99 to Approximately 700 Feet South of 7th Street

STAFF RECOMMENDATION:

1. Award a contract for Engineering Services to Siegfried Engineering of Stockton, California, for the Crows Landing Road Improvement Project: SR 99 to approximately 700 feet south of 7th Street.
2. Authorize the Director of Public Works to execute a contract with Siegfried Engineering in the amount of \$119,961.22 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:

Crows Landing Road currently has one lane in each direction with no paved shoulders. There are numerous driveways along the roadway that create conflicting turning movements, as well as, causing friction to the traffic flow. The project proposes roadway widening and pavement rehabilitation on Crows Landing Road between SR 99 to approximately 700 feet south of 7th Street, to accommodate a two-way center turn lane within the project limits and a paved 5-foot shoulder on both sides. New and modified existing American with Disabilities Act (ADA) compliant curb ramps will also be installed at appropriate locations.

No additional right of way is anticipated. However, minor right of entry agreements with property owners may be required for temporary construction easements to construct driveway transitions. The existing storm water drainage system will be analyzed for potential improvements.

It is anticipated that this project will be constructed concurrently with the 7th Street Bridge at the Tuolumne River Project (being developed separately) which is scheduled to begin in the spring of 2020.

On February 1, 2018, Public Works advertised a Request for Proposals to provide engineering services for the Crows Landing Road Improvement Project.

The scope of design services includes:

- Project management;
- Geotechnical investigation;
- Topographic and boundary survey;
- Utility design and coordination;
- Pavement Rehabilitation Alternative analysis;
- Comprehensive engineering;
- Plans, Specifications and Estimates;
- Public Outreach; and
- Bidding and construction support.

On March 9, 2018, two proposals were received from Siegfried Engineering and O'Dell Engineering. The proposals were evaluated based on qualifications only. Along with the proposal, the consultant fees were submitted in a separate sealed envelope, and were not part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be done;
- Experience with similar projects;
- 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 reviewed all proposals and determined that Siegfried Engineering was most qualified to provide the engineering services for this project.

Public Works staff clarified the scope and negotiated the fee and recommends awarding a contract in the amount of \$119,961.22 to Siegfried Engineering of Stockton, California.

POLICY ISSUE:

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

FISCAL IMPACT:

Costs associated to assure timely and cost efficient delivery of this consultant contract, including County staff time to manage the contract, will be in the amount of \$141,557.22 (contract: \$119,961.22; contingencies: \$11,996; and staff time: \$9,600).

The total construction cost of the Crows Landing Road Improvement Project is estimated at approximately \$450,000 and is funded with Senate Bill 1 (SB 1) funds. Funding is included in the Fiscal Year 2018-2019 Proposed Public Works Road Projects budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Community Infrastructure* by providing a safe and well maintained roadway corridor.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

Matt Machado, Public Works Director

Telephone: (209) 525-4153

ATTACHMENT(S):

1. Siegfried Engineering Contract

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 Siegfried Engineering, Inc., hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2018-0219 adopted on the 15th day of May, 2018, awarded to Consultant the following Contract:

Crows Landing Road Improvement Project
SR 99 to approximately 700 Feet South of Seventh Street
County Contract No. 9645

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
 - d. Exhibit D – Fee Schedule
2. County's Request for Proposal
3. Consultant's Response

3.0 COMPENSATION AND BILLING

3.1 Compensation: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed **One Hundred Nineteen Thousand Nine Hundred Sixty-One and 22/100 Dollars (\$119,961.22)** 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 **April 30, 2020**, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

5.1 Compensation: In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "D". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

5.2 Notice of Termination: The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

5.3 Documents: In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps, reports, correspondence, and all electronic files shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7.0 INDEMNIFICATION

7.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and 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: Dino Khloth, P.E., Senior Associate
- b. Lead/Manager: n/a

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

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

If to County: Theron Roschen, P.E., Project Manager
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358
Fax: 209.541.2505

If to Consultant: Paul Schneider, P.E., Vice President
Siegfried Engineering, Inc.
3244 Brookside Road, Ste. 100
Stockton, CA 95219
Fax: 209.942.0214

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.

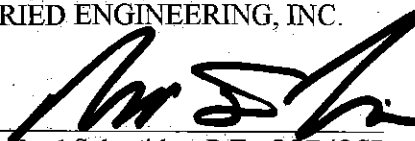
8.26 Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

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

COUNTY OF STANISLAUS

SIEGFRIED ENGINEERING, INC.

By: 
Matt Machado, Director
Department of Public Works

By: 
Paul Schneider, P.E., QSD/QSP
Vice President

APPROVED AS TO FORM:

John P. Doering
County Counsel


By: 
Amanda DeHart
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

April 2, 2018

SCOPE OF WORK QUALIFICATION STATEMENT

The following scope of work was designed to be responsive to the RFP, plus it incorporates our recent on-site observations of the project area. It includes the comprehensive services sought by the County. If determined to be the successful respondent, Siegfried looks forward to the opportunity to collaborate with County staff to clarify and further tailor the scope of work, in order to provide the County with the most strategic, cost-effective approach to meeting all of the project requirements.

SCOPE OF WORK

This project-specific contract for the County is to provide services within the defined scope of work related to the Crows Landing Road Improvements Project as outlined in this section. The scope of services includes the environmental clearance (CEQA), engineering design and preparation of 100% bid-ready contract documents consisting of plans, specifications and cost estimates for the construction of the project. The scope of services also includes utility coordination, right of way entry, permitting assistance and other work scope identified to assist the County in obtaining project approvals / authorizations in order to bid and construct the project. Siegfried's services for the Project include the following:

1.1 PROJECT MANAGEMENT

Siegfried's project management services will include project management, quality assurance and quality control (QA/QC) and managing the schedules of our subconsultants involved in the project. Siegfried will be responsible for completing all requested project tasks in a timely fashion. Four (4) Project Development Team (PDT) meetings are included in our proposed fee. Siegfried will notify the County of any issues that cause schedule delays.

1.2 ENVIRONMENTAL SERVICES

Stanislaus County will provide all CEQA services.

1.3 PUBLIC OUTREACH

Siegfried will perform public outreach, including community education on the importance the Project, and the current condition of the existing project location. Communications will reach potentially impacted property owners via a newsletter or mailer that will also be posted to the County's website. Outreach will focus on including community education on the value of the project and on the current condition of the roadway. Public outreach activities will be planned and implemented with the utmost sensitivity to local concerns and issues.

The recommended program for public outreach incorporates these primary activities:

- Development of a project fact sheet and mailer based on the County's provided database.
- Information for the County's website.

1.4 GEOTECHNICAL INVESTIGATION

Siegfried will provide a geotechnical report for the site as required for the completion of design, construction documents and permit applications. The proposed pavement rehabilitation options that will be investigated are as follows:

1. Asphalt Rubber Chip Seal Interlayer and Asphalt Concrete overlay,
2. Asphalt Concrete overlay,
3. Full Depth Reclamation with Asphalt Concrete overlay

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The purpose of our geotechnical study will be to explore and evaluate the existing asphalt pavement structural sections and subsurface conditions along the roadways in order to provide geotechnical recommendations regarding project design and construction. The proposed scope of work for the geotechnical field investigation, laboratory testing, and engineering analysis and report preparation portions of the planned study are discussed below.

Subsurface Investigation

BSK proposes to perform a subsurface investigation consisting of three (3) soil borings along the roadways, spaced about 400 feet apart. The borings will be drilled to depths of about 5 to 10 feet below existing site grade. In addition, two (2) percolation test holes will be drilled to depths of about 3 to 5 feet to assess the percolation characteristics of the soils at the proposed roadside ditch invert elevations.

The borings will be drilled using solid-stem auger drilling methods with truck-mounted drilling equipment. Soil samples will be collected in the borings generally at 2½ to 5-foot intervals. Soil samples will be collected using a 2½-inch outside diameter, split-barrel "Modified California-type" sampler. The Modified California-type samples will be obtained by driving with a 140-pound hammer free falling a distance of 30 inches, in general accordance with the standard procedures.

We will mark the proposed exploration locations and provide at least 48-hours' notice to Underground Service Alert (USA), as required by law. Prior to initiating subsurface explorations, all site utilities and utility easements must be accurately located in the field, on a scaled map, or both.

We anticipate the site will be made accessible with pickup trucks during our explorations. Prior to drilling we will obtain the necessary encroachment permits from the County. For drilling in the roadway, a traffic control plan will be drafted. In addition, BSK will submit the required drilling permit application and fees to Stanislaus County.

All permits will be obtained prior to performing any field explorations. Estimates of the undrained shear strength of cohesive soils will be made using a hand-held pocket penetrometer and/or a torvane shear device, as appropriate. Borings will be logged by a field engineer or geologist who will package samples and transport them to the laboratory for further evaluation and testing.

Upon completion of drilling, the boring will be backfilled with loose soil cuttings or cement grout in accordance with County requirements. Excess cuttings will be spread along the edge of the roadways as neatly as possible.

Subsurface samples obtained during the field exploration program will be retained for up to 60 days after the completion of the report. At that time, they will be disposed of.

Percolation testing will be conducted after a minimum 24-hour pre-soak. Testing will consist of filling the test hole with water and maintaining 2 to 3 feet of head while measuring the drop in depth to water from a fixed reference point at regular time intervals. The tests will be run for a maximum of 4 hours each.

Laboratory Testing

Laboratory testing will be performed on selected soil samples for use in engineering analyses and design. Laboratory tests will be selected based on the conditions encountered and may include the following:

- Natural water content (ASTM D 2216) and dry unit weight (ASTM D 2937)

April 2, 2018

- Percent soil passing the No. 200 Sieve (ASTM D 1140)
- Atterberg limits (ASTM D 4318)
- Organic content (ASTM D 2974)
- R-value (ASTM D 2844)
- Unconfined compressive strength testing on cement treated subgrade soil

Engineering Analyses & Reporting

Engineering analyses will be performed under the direction of a Registered Geotechnical Engineer to develop geotechnical recommendations for project design and construction. The results of our field explorations, laboratory testing, and engineering analyses will be presented in a report that includes the following:

- A site plan that shows existing site features and field exploration locations
- A description of the proposed project
- Discussion of generalized subsurface conditions encountered during our field explorations
- Descriptions of our field and laboratory investigations
- Conclusions and recommendations related to the geotechnical aspects of:
 - Asphalt concrete pavements, including recommendations for pavement rehabilitation to accommodate a Traffic Index designated by the County, full depth reclamation mix design, removal and replacement, and asphalt overlay, and an asphalt rubber interlayer,
 - Percolation characteristics of proposed roadside drainage.
- An appendix that will include logs of borings and a summary of laboratory tests.

One electronic pdf copy will be provided via email and up to three hard copies provided upon request.

No meetings other than the site visit to mark boring locations are planned, but BSK can attend meetings on an additional time-and-expense basis if requested.

1.5 TOPOGRAPHICAL SURVEY

Perform a Topographic and Property Boundary Survey as needed. For these activities, Siegfried will work in close coordination with the County. All Surveying and Mapping shall 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. If necessary, the design shall include any legal descriptions and plats for temporary construction easements (TCE) necessary for construction staging areas, disposal areas for excess soil generated by project construction. Four (4) TCEs are assumed

Siegfried will include and verify any existing surveys, specify existing and proposed Right of Ways, land dedications and easement agreements. At a minimum, Siegfried will verify property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage and staging areas. Siegfried shall also identify any survey monumentation that needs to be perpetuated and perform those services. Once construction has been completed, Siegfried shall replace any monuments that were destroyed as part of the pavement rehabilitation.

1.6 UTILITY DESIGN & COORDINATION

Siegfried will locate all existing utilities in the project area with the topographical survey and determine all potential conflicts. In addition to topographical survey, and once all existing utilities are identified in the field, Siegfried will contact all corresponding utility companies and coordinate the relocation of all affected utilities. Siegfried will

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prepare and send "Letter A" and "Letter B" to the utility companies within the project limits. Siegfried will be responsible for coordinating the relocation of all existing utilities that are in conflict prior to the start of project construction.

1.7 PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Siegfried shall perform engineering services in accordance with the latest version of the Caltrans Standard Plans and County Design Standards and prepare design plans for construction. Should the proposed improvements require approval from Caltrans, Siegfried will coordinate their design requirements and incorporate them into the design. Siegfried will prepare, submit, and acquire a Caltrans encroachment permit application on behalf of the County. The final design will comply with all environmental requirements and shall result in bid-ready PS&E for advertisement and bidding by the County.

Plans

Project plans prepared by Siegfried shall be submitted to the County at the 30%, 90%, and 100% level. Each submittal must include three 11"x17" copies and one 24"x36" copy in addition to PDF files. 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, however right of way is not anticipated for this project. Siegfried shall coordinate each submittal with County, and any other agency/entity that might have a stake in the project.

Design shall include details for traffic control plans in accordance with the Caltrans Manual of Uniform Traffic Control Devices. Siegfried shall be responsible for all electrical design that might be necessary to complete this project.

The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks must be prepared using AutoCAD Civil 3D 2015 format. Standard Caltrans abbreviations shall be strictly used throughout. For the 100% PS&E: One bond copy stamped and signed, one Mylar copy stamped and signed, and all digital CAD files in appropriate County format shall be submitted the County.

Specifications

Siegfried will prepare Special Provisions relevant to the Project that will be used by the County to advertise and construct the project. Siegfried shall use County's format to prepare Special Provisions. Special provisions shall be submitted to the County at the 90%, and 100% level. Each submittal will include three hard copies in addition to the pdf files. Three hard copies and one electronic copy on a CD of Special Provisions will be delivered to the County after 100% plans are ready and signed by the engineer.

Estimate

Project estimate prepared by Siegfried will use Caltrans standard bid item descriptions wherever possible. Project estimate shall be submitted to the County at the 30%, 90%, and 100% level. Each submittal will include three hard copies in addition to the pdf files. Three (3) hard copies and one (1) electronic copy on a CD of final signed and stamped engineer's estimate will be delivered to the County after 100% plans are signed by the engineer.

During each PS&E submittal phase, Siegfried will ensure that any other agencies/entities involved also receive a copy of deliverables for review. It will be the Siegfried's responsibility to coordinate with any relevant agencies/entities and to ensure that comments made by other agencies/entities are integrated into the final PS&E.

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The County reserves the right to request a copy of all digital project files (includes CAD files) during any phase of Project's development.

1.8 RIGHT OF WAY SERVICES

As per the RFP, the County is anticipating all work to be completed within existing County right of way or along property lines. Siegfried understands that temporary construction access may be necessary along the right of way. Access during construction will be minimized from the existing properties if possible. If necessary, Siegfried will secure permits-to-enter agreements with all affected property owners; up to ten (10) such agreements are anticipated.

1.9 BIDDING & CONSTRUCTION SUPPORT

Siegfried shall include bid support services that consist of assisting the County in responding to all Requests for Information (RFI) during the Project advertisement phase. Siegfried shall include services for limited engineering construction support. These services include responding to all RFIs, altering project plans to address any design flaws or inconsistencies, attendance of the pre-construction meeting, review of shop drawings and material submittals from the construction contractor.

As-Built Plans

Siegfried will modify final mylar plans to show final location and layout of all mechanical; electrical and instrumentation equipment; piping and conduits; structures and other facilities. As-built record drawings shall reflect change orders, accommodations, and adjustments to all improvements constructed. Final updated mylar as-built plans and scanned PDFs will be delivered to the County in a timely manner once the construction is complete.

Construction Staking

Siegfried will include construction staking and monument preservation surveying for the project. Siegfried will place construction stakes per the Stanislaus County Construction Surveys Attachment "B", available from the Stanislaus County Public Works website at <http://www.stancounty.com/publicworks/pdf/construction-survey.pdf>.

Monument Preservation will be performed per Business and Professions Code Section 8771 to include identifying any survey monuments within the construction zone and Siegfried will file the appropriate documents with the County Surveyors Office.

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: Paul Schneider Date: 4/10/18

Signature:  Date: 4/10/18

Vendor Name: Sigfried Engineering Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division:  Date: 5-10-18

EXHIBIT C
PROJECT SCHEDULE

PROJECT SCHEDULE Stanislaus County Crows Landing Project STANISLAUS COUNTY, CALIFORNIA

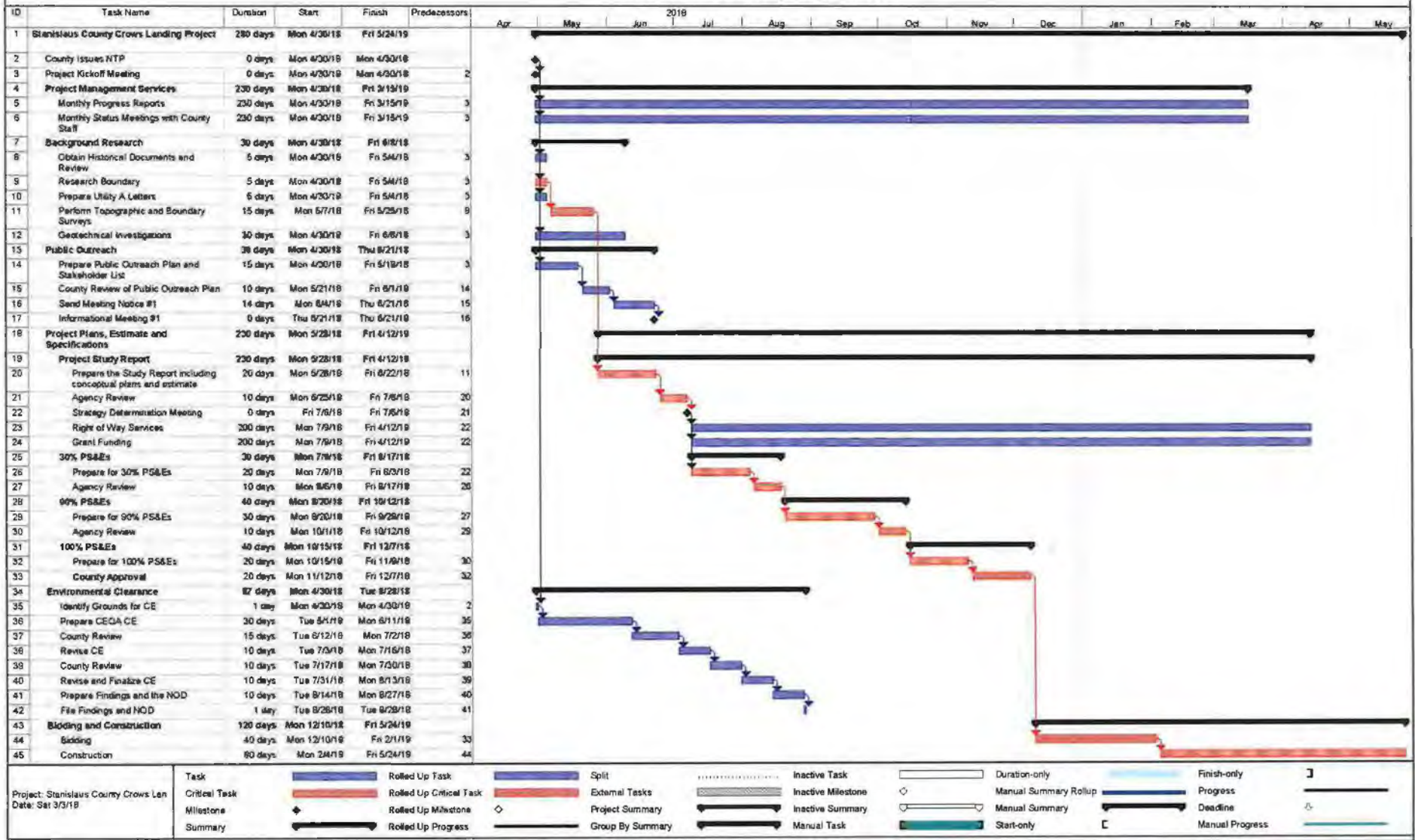


EXHIBIT D
FEE SCHEDULE

Exhibit - B.1
Proposed Fee for the Stanislaus County Crows Landing Project
April 2, 2018

Tasks	Siegfried	BSK	ESA	JBC (DBE)	Total Estimated Direct Labor Cost (See following sheets for precise values)	Total Estimated Overhead Cost Including ODC's(See following sheets for precise values)	Total Cost Before Fixed Fee	Total Fee	PROJECT TOTAL	Total Hours
1.1 Project Management	\$10,696.34				\$3,440.01	\$6,388.77	\$9,828.77	\$867.57	\$10,696.34	54
1.2 Environmental Services	\$0.00		\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0
1.3 Public Outreach	\$2,674.09			\$6,825.01	\$3,165.20	\$5,632.91	\$8,798.11	\$700.98	\$9,499.10	96
1.4 Geotechnical Investigation	\$891.36	\$24,000.02			\$5,634.27	\$17,457.55	\$23,091.81	\$1,799.57	\$24,891.38	116
1.5 Topographic and ROW Survey	\$13,370.43				\$4,300.01	\$7,985.96	\$12,285.97	\$1,084.46	\$13,370.43	60
1.6 Utility Coordination	\$3,565.45				\$1,146.67	\$2,129.59	\$3,276.26	\$289.19	\$3,565.45	32
1.7 PS&E's	\$35,654.47				\$11,466.68	\$21,295.89	\$32,762.58	\$2,891.90	\$35,654.47	200
1.8 Right of Way Services	\$4,456.81				\$1,433.34	\$2,661.99	\$4,095.32	\$361.49	\$4,456.81	30
1.9 Bidding and Construction Administration	\$17,827.24				\$5,733.34	\$10,647.95	\$16,381.29	\$1,445.95	\$17,827.24	104
Total Cost	\$89,136.19	\$24,000.02	\$0.00	\$6,825.01	\$36,319.51	\$74,200.60	\$110,520.11	\$9,441.11	\$119,961.22	692
Total Hours	502	110	0	80						
Percentages	74.30%	20.01%	0.00%	5.69%						
		Total DBE Participation		5.69%						

Notes:

1. The right of services for assumes 4 total TCE's.
2. 4 preliminary title reports have been assumed under task 1.5
3. The following forms represent a cost proposal that is in accordance with both the RFP cost plus fixed fee requirements as well as Caltrans LAPM Form 10-H which will support both State and Federal policies in the event the project receives State or Federal funding via ATP or other grant mechanisms.
4. No mark up on the subconsultants is allowed under LAPM policies and thus not shown in this cost proposal.
5. For project escalation values please refer to each individual Form 10-H attached

Proposed Fee for the Stanislaus County Crows Landing Project

Consultant:

Siegfried

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Managing Principal	Paul Schneider	40	\$97.12	\$3,885
Senior Associate	Dino Khloth	72	\$60.10	\$4,327
Senior Associate	Kevin Gerasci	32	\$60.10	\$1,923
Project Surveyor	Les Zold	30	\$44.79	\$1,344
Engineer II	Greg Weissmann	80	\$40.00	\$3,200
Instrumentman	Chris Wallace	80	\$62.50	\$5,000
Engineer II	Nathan Berand	24	\$40.00	\$960
Clerical	Jennifer Hamilton	24	\$35.00	\$840
Technician III	Mike Kincaid	80	\$44.79	\$3,583
Technician I	Stacy Griffith	24	\$22.00	\$528
Engineer I	Monica Poncini	8	\$34.50	\$276
Accounting Manager	Cindy VanHook	8	\$46.00	\$368
Total Project Hours		502		

Labor Costs

a) Direct Labor Cost	\$26,234	
b) Anticipated Salary Increases	\$2,433	<i>3% for 3 year period</i>
c) Total Direct Labor Costs	\$28,667	

Indirect Costs (Overhead)

Fringe and Overhead Rate	152.20%
Total Indirect Costs	\$43,631

Fee

Rate	10%
Total Fixed Profit	\$7,229.74

Other Direct Costs

Travel	443	<i>Federal rate \$0.54/mi</i>
Survey Equipment	5216	<i>\$65.20/hr for survey equipment</i>
Plotting	750	<i>\$1/sf</i>
Title Reports (20)	3200	<i>\$800 each</i>
Mailers	0	<i>Assume 2000 per project at \$1 each</i>

Total Cost	\$89,136.19
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Proposed Fee for the Stanislaus County Crows Landing Project

Sub-Consultant:

BSK

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Principal	On Man Lau	24	\$64.90	\$1,558
Sr. Geotech	Carrie Foulk	46	\$55.00	\$2,530
Technician	Corinne Goodwin	40	\$31.50	\$1,260

Total Project Hours 110

Labor Costs

a) Direct Labor Cost	\$5,348
b) Anticipated Salary Increases	\$0
c) Total Direct Labor Costs	\$5,348

Indirect Costs (Overhead)

Fringe and Overhead Rate	223.00%
Total Indirect Costs	\$11,925

Fee

Rate	10%
Total Fixed Profit	\$1,727.27

Other Direct Costs

Travel	500	Federal Mileage Rate
Infiltration Test	3000	\$1500 each
R-Value Test	1500	\$500 each

Total Cost **\$24,000.02**

Proposed Fee for the Stanislaus County Crows Landing Project

Sub-Consultant:

ESA

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Project Director/Env. Lead	K. Bouler	0	\$76.92	\$0
CEQA/NEPA Specialist	Natasha Singh	0	\$24.04	\$0
Deputy Env Lead	Jonathan Teofilo	0	\$25.48	\$0
GIS/Graphics	TBD	0	\$34.00	\$0
Word Processing/Doc. Production	TBD	0	\$24.00	\$0
Total Project Hours		0		

Labor Costs

a) Direct Labor Cost	\$0
b) Anticipated Salary Increases	\$0
c) Total Direct Labor Costs	\$0

Indirect Costs (Overhead)

Fringe and Overhead Rate	216.21%
Total Indirect Costs	\$0

Fee

Rate	10%
Total Fixed Profit	\$0

Other Direct Costs

Travel	0	<i>Federal Mileage Rate</i>
Records Search/EDR Search	0	
Mail and Reproductions	0	

Total Cost	\$0.00
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Proposed Fee for the Stanislaus County Crows Landing Project

Sub-Consultant:

JBC DBE Consultant

Direct Labor

Job Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Judith Buethe	8	\$57.00	\$456
Deputy PM/Creative Director	Melissa Williams	24	\$31.05	\$745
Associate PM	Mimi Nguyen	24	\$30.00	\$720
Clerical/Solutions Analyst	Rex Buethe	24	\$16.00	\$384
Total Project Hours		80		

Labor Costs

a) Direct Labor Cost	\$2,305
b) Anticipated Salary Increases	
c) Total Direct Labor Costs	\$2,305

Indirect Costs (Overhead)

Fringe and Overhead Rate	110.00%
Total Indirect Costs	\$2,536

Fee

Rate	10%
Total Fixed Profit	\$484

Other Direct Costs

Direct Mail and Printing	1500
Advertising	0
Rent, Translators, AV, Refrhmnts	0

Total Cost	\$6,825.01
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