

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

DEPT: Public Works

BOARD AGENDA:5.C.3  
AGENDA DATE: July 17, 2018

**SUBJECT:**

Approval to Award a Contract for Engineering Services to Mark Thomas & Company of Fresno, California, for the Ninth Street Pavement Rehabilitation Project: Tuolumne River Bridge to Southbound State Route 99 On/Off Ramp and Pecos Avenue to Union Pacific Railroad

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0370**

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

**MOTION:**

ATTEST:

  
\_\_\_\_\_  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No

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

DEPT: Public Works

BOARD AGENDA:5.C.3  
AGENDA DATE: July 17, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

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**SUBJECT:**

Approval to Award a Contract for Engineering Services to Mark Thomas & Company of Fresno, California, for the Ninth Street Pavement Rehabilitation Project: Tuolumne River Bridge to Southbound State Route 99 On/Off Ramp and Pecos Avenue to Union Pacific Railroad

**STAFF RECOMMENDATION:**

1. Award a contract for Engineering Services to Mark Thomas & Company of Fresno, California, for the Ninth Street Pavement Rehabilitation Project: Tuolumne River Bridge to Southbound SR 99 On/Off Ramp and Pecos Avenue to Union Pacific Railroad.
2. Authorize the Director of Public Works to execute a contract with Mark Thomas & Company in the amount of \$365,392 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**DISCUSSION:**

The Ninth Street Pavement Rehabilitation Project addresses the distressed condition of the pavement from the Tuolumne River Bridge to Southbound SR 99 On/Off Ramp and Pecos Avenue to the Union Pacific Railroad. The consultant for this project will evaluate the cost effectiveness of the various pavement rehabilitation alternatives and present their findings to Public Works staff. All alternatives shall ensure the median curbs remain at current heights and the selected pavement rehabilitation treatment interrupts the existing reflection cracking from the old concrete pavement below. The County General Plan also calls for bike lanes along this section of Ninth Street; therefore, new striping that includes a bike lane on both sides of Ninth Street is proposed.

A portion of the work is within Caltrans jurisdiction, therefore an encroachment permit will be required and their standards met. New and modified existing American with Disabilities Act (ADA) compliant curb ramps are proposed at appropriate intersection crossings. Traffic signal modifications at the intersections of Ninth Street and Latimer Avenue and Ninth Street and Pecos Avenue are also anticipated to comply with current ADA standards.

No additional right of way is anticipated. However, minor right of entry agreements with property owners may be required to construct driveway transitions.

On April 3, 2018, Public Works advertised a Request for Proposals to provide engineering services for the Ninth Street Pavement Rehabilitation Project.

The scope of design services includes:

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

On May 11, 2018, four proposals were received from Mark Thomas & Company, Psomas, NCE, and Mott MacDonald. The proposals were evaluated 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, evaluated, and ranked the consultants based on the above criteria, in the following order:

<b><u>Ranking</u></b>	<b><u>Consultant</u></b>
1	Mark Thomas & Company
2	NCE
3	Psomas
4	Mott McDonald

Public Works selected Mark Thomas & Company as the most qualified consultant based on the results of the evaluation criteria.

Public Works staff clarified the scope and negotiated the fee and recommends awarding a contract in the amount of \$365,392 to Mark Thomas & Company of Fresno, 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 approximately \$415,932 (contract: \$365,392; contingencies: \$36,340; and staff time: \$14,200).

The total construction cost of the Ninth Street Pavement Rehabilitation Project: Tuolumne River Bridge to Southbound SR 99 On/Off Ramp and Pecos Avenue to the BNSF Railroad, are estimated at approximately \$1,970,000 and is funded with Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 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:**

David Leamon, Interim Public Works Director

Telephone: (209) 525-4151

**ATTACHMENT(S):**

1. Professional Design Services - Mark Thomas & CO - Ninth Street Pavement Rehabilitation Project

## 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 Mark Thomas & Company of Fresno, California, hereinafter referred to as "Consultant".

**WHEREAS**, County, by its Resolution No. 2018-0370 adopted on the 17th day of July, 2018, awarded to Consultant the following Contract:

Ninth Street Pavement Rehabilitation Project – Tuolumne River Bridge to Pecos Avenue  
County Contract No. 9649

**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 **Three Hundred Sixty-Five Thousand Three Hundred Ninety-Two Dollars (\$365,392)** during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

**3.2 Reimbursements:** In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

**3.3 Additional Services:** Consultant shall not receive compensation for any services



provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

**3.4 Method of Billing:** Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

**3.5 Records and Audits:** Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

**3.6 Extension of Term of Agreement:** The original Fee Schedule shall apply to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

**3.7 Cost Principles:** The Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

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

Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to the County.

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

#### **4.0 TIME OF PERFORMANCE**

**4.1 Commencement and Completion of Work:** The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "C", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

**4.2 Excusable Delays:** Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.3 **Completion of Agreement:** This Agreement shall be completed no later than **December 31, 2019**, unless extended by amendment.

## 5.0 COMPENSATION AND TERMINATION

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

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

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

## 6.0 INSURANCE REQUIREMENTS

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

## 7.0 INDEMNIFICATION

7.1 **Indemnification:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty. Nothing in this Agreement, including the provisions of this paragraph, shall

constitute a waiver or limitation of any rights which Indemnatee 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: Ed Noriega, PE
- 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: Chris Brady, Deputy Director  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

If to Consultant: Ed Noriega, Project Manager  
Mark Thomas & Company  
7571 North Remington Avenue, Suite 102  
Fresno, CA 93711

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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

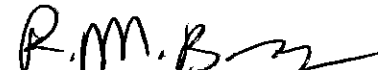
By:



David A. Leamon, Interim Director  
Department of Public Works

MARK THOMAS & COMPANY

By:



Matt Brogan, PE  
Principal, Vice President

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:



Amanda DeHart  
Deputy County Counsel

**EXHIBIT A**

**SCOPE OF SERVICES**



## SCOPE OF SERVICES

The Mark Thomas team will provide professional services for project management, public outreach, surveying and base mapping, environmental documentation, roadway, traffic signal, utility coordination, and construction support for the Ninth Street Pavement Rehabilitation Project (Project) as detailed below. Project limits include Ninth Street from River Road at the Tuolumne River Bridge to about 1,500 ft south of Pecos Avenue and Pecos Avenue between Ninth Street and the railroad crossing approximately 270 feet westward from the centerline of Ninth Street in Stanislaus County.

In the performance of this scope of services, Mark Thomas will diligently perform this scope of work and will be responsible for the items of work under this contract to the extent that issues arising from the performance of these services are within our reasonable control, and the Mark Thomas' obligation to indemnify and defend are limited to the extent actually caused by the Mark Thomas performance of this scope of work.

### 1.0 PROJECT MANAGEMENT

#### 1.1 Project Development Team (PDT) Meetings/Management

Mark Thomas, with input from the County and other agencies, will establish a PDT for this project. The purpose of the PDT meetings is to provide a forum to share project information, identify critical issues, make decisions, assign project tasks, identify design criteria, or any other items critical to project delivery. Mark Thomas will prepare agendas for each meeting and distribute them to the PDT prior to each meeting. Mark Thomas will facilitate meetings as applicable and prepare meeting minutes with action items. Mark Thomas will prepare and maintain a project CPM schedule for County review. The schedule will be updated regularly, with critical path activities clearly shown for team review purposes. Finally, monthly progress reports will be provided to the County. This scope assumes a total of three (3) PDT meetings.

#### 1.2 Client/Subconsultant/Agency Coordination

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

#### 1.3 Quality Assurance/Quality Control

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

#### DELIVERABLES:

- Agenda and minutes for each PDT meeting (up to 3 total)
- Project schedule & updates
- Monthly progress summary

## 2.0 ENVIRONMENTAL DOCUMENT

### 2.1 Environmental Project Management, Meetings and Coordination

Sycamore Environmental will coordinate as requested with the County Project Manager and the design team to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. This includes coordination on potential environmental impacts for various pavement rehabilitation alternatives. Coordination will be on an as-needed basis, as requested by the County, Client or members of the design team, to provide environmental support for the project. We assume one kickoff/ field meeting and up to three (3) Project Development Team (PDT) meetings

### 2.2 CEQA NOE

The technical studies and agency coordination support CEQA. A Notice of Exemption is (NOE) is assumed under this work plan to be the likely CEQA documentation. Sycamore Environmental will prepare a letter that provides the project description and information supporting the CEQA determination. Best management practices will be incorporated into the project description, if required. Given the urbanized area, no biological or wetland resources are anticipated. This item of work is complete when the County Clerk records and sends the anticipated NOE to the State Clearinghouse.

#### **DELIVERABLES:**

- Monthly Status Memos
- Environmental Commitments Record
- Letter Supporting CEQA Determination
- CEQA Notice of Exemption

#### **Assumptions**

- A CEQA NOE is the anticipated CEQA document. Therefore, AB 52 consultation is not required.
- If wetland or biological resources are found during the survey, additional technical studies may be required.
- Protocol botanical surveys will not be needed.
- The project will require the preparation of a SWPPP. The preparation of a SWPPP is not included in this scope.
- Hazardous materials sampling or documentation is not included in this scope.
- The County will require the contractor to follow County ordinances regarding noise.
- County or Client will prepare Caltrans Encroachment Permit.
- The Project will not use federal funding; therefore a NEPA document is not needed.
- This scope does not include the preparation of Caltrans technical studies.
- Due to unforeseen delays on the part of the County, Client, and weather conditions, changes could be made in the estimated delivery schedule.
- The Project will not require the preparation of a CEQA Initial Study Negative Declaration or Mitigated Negative Declaration.
- The Project will not involve any work within the Tuolumne River or associated riparian areas.

### 3.0 SURVEYS AND BASE MAPPING

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

#### 3.1 Record Research (GPS Control, Record Maps)

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

#### 3.2 Pre-Construction Record of Survey

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

#### 3.3 Project Control & Right of Way Surveys

Mark Thomas will locate on-site control points and establish temporary benchmarks will be set as necessary for topographic survey and the determination of right of way lines. Total Station, GPS and digital levels will be used to accurately locate the on-site control. The coordinate system will be CCS83 Zone 3. The elevations will be NAVD88. Mark Thomas will include control points in the Electronic Base Map which will include coordinates and elevations used for each point.

#### 3.4 Supplemental Field Surveys

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

#### 3.5 Base Maps & Landnet File

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

#### DELIVERABLES:

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

## 4.0 UTILITY COORDINATION

### 4.1 Utility Coordination / Relocation

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

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

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

#### **DELIVERABLES:**

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

## 5.0 PRELIMINARY ENGINEERING

### 5.1 Data Gathering / Field Review

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

### 5.2 Traffic Index Review

The objective of this task is to review traffic index calculations provided by the County to Mark Thomas for use in the Ninth Street Rehabilitation Project.

### **5.3 30% Roadway Geometric Approval Drawings**

Mark Thomas and TJKM will prepare preliminary roadway plans for the proposed roadway alignments for review and comment by the County. The preliminary roadway plans will show, amongst other things, the proposed roadway layout and profile, typical roadway sections, and preliminary right of way impacts, if any. The electrical design plans will provide the layout of traffic signal equipment, including but not limited to locations of the existing signal controller/cabinet, poles, pedestrian countdown signals, emergency vehicle pre-emption, traffic markings, striping and signage design, intersection safety lighting, etc. Designs will be in accordance with Caltrans design standards, CA MUTCD guidelines, and the County's current design and CADD standards. These plans will serve as the geometric approval drawings.

### **5.4 Storm Water Pollution Prevention Plan (SWPPP)**

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

### **5.5 Storm Water Data Report (SWDR)**

A Caltrans encroachment permit will be required for the proposed improvements at the SR 99 North off-ramp at Ninth Avenue. Mark Thomas will complete the required Stormwater Data Report for completion of the encroachment permit, if such report is required by Caltrans.

## **6.0 PS&E DESIGN**

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

### 6.1 90% Roadway Plans

This submittal will represent a complete, biddable plan package. Major design features will have been reviewed; however, because of the review comments received for the 30% submittal, there may be some plan details that will be submitted for the first time. From this point, all minor “clean-up” revisions will occur. It is anticipated that the following plan sheets will be prepared.

Roadway Plans	Estimated Number of Sheets
Title Sheet	1
General Notes	1
Typical Sections	2
Project Control	2
Layouts	7
Construction Details	6
Utility Plan	5
Traffic Handling	5
Signing and Striping Plans	5
Water Pollution Control Plans	5
Roadway Quantities	2
Erosion Control Plan	2
Grading Plan	2
<b>Total Estimated Roadway Plan Sheets</b>	<b>45 sheets</b>

### 6.2 90% Electrical Plans

TJKM will receive one set of non-conflicting comments from the County on the 30% plans and incorporate them into the 90% PS&E. The plans will identify existing equipment to be removed and upgrades necessary to existing infrastructure based on approved ramp layouts. Also, the plans will add non-standard details to provide a more complete construction ready plan set. TJKM will refine the engineer’s estimate based on comments and changes to plans. Estimates will be verified with the County to insure construction cost is within expected County budget. TJKM will prepare technical specifications for the signal work describing each item on the bid schedule with their requirements and measurement and payment provisions, a list of submittals required during construction, and list of information available to Bidders, with disclaimer. TJKM will meet with County staff, as needed, to review comments and recommendations. A comment matrix will be prepared showing how TJKM addressed each review comment. The original red-line markup of the previous submittal will be returned back to the County with the next submittal round. An electronic .pdf of the plans will be provided to Mark Thomas to insert into their master plan set to submit to the County for review.

### **6.3 100% Roadway Plans**

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

### **6.4 100% Electrical Plans**

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

### **6.5 Special Provisions**

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

### **6.6 Estimate**

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

### **6.7 RE Pending File**

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

### **DELIVERABLES:**

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



## **7.0 BIDDING & CONSTRUCTION ASSISTANCE**

### **7.1 Bid Support**

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

### **7.2 Construction Support**

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

### **7.3 As-Built Plan Preparation**

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

#### **DELIVERABLES:**

- 1 copy full size Mylar As-built plans

## **ASSUMPTIONS**

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

- This project will be advertised, awarded, and administered by the County and the County will coordinate reproductions of the bid package.
- All right of entries and access to the site, road and adjacent properties will be provided by the County or any other applicable agency (such as the City of Modesto or City of Ceres.)

## **8.0 GEOTECHNICAL INVESTIGATION**

### **8.1 Pavement Design Report & Testing**

This task will be led by Crawford & Associates Inc (CAInc). CAINc will perform the following services and prepare a PDR for the project.

#### **8.1.1 Coordination and Preliminary Review**

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

#### **8.1.2 Subsurface Exploration, Pavement Coring and Sampling**

To measure the existing pavement structural section (HMA and AB), CAINc will complete 4 pavement cores at five locations (1 in each lane) for a total of 20 cores. Our engineer/geologist will direct the coring and sampling.



To collect samples of the subgrade soil for potential mix design testing and pavement rehabilitation design we will hand auger to depths ranging from two to four feet below existing grade within the proposed widening areas and/or core locations.

### **8.1.3 Laboratory Testing**

CAInc will perform laboratory tests (R-value, Plasticity Index, and Grain Size) for pavement design on representative soil samples obtained during the coring. If FDR is selected, CAInc will complete laboratory testing to determine percent cement/lime and optimum moisture to obtain the required unconfined compressive strength result. Samples of the HMA, AB, and subgrade in conjunction with admixtures will be mixed, compacted, cured and strength tested. We will perform one mix design for the intersection.

### **8.1.5 Engineering Analysis**

Following the results of our pavement coring, CAInc will analyze and present several pavement options to meet the County's needs. Options may include, mill and overlay and full depth recycle, and traditional remove and replace.

### **8.1.6 Pavement Design Report**

Following completion of our analysis and laboratory testing, CAInc will prepare a Pavement Design Report including the following:

- Project description;
- Scope of services;
- Laboratory testing;
- Existing pavement conditions and coring data;
- New pavement recommendations including deep lift HMA and traditional HMA and AB sections;
- Overlay recommendations based on the existing section and assumed gravel factors;
- Full Depth Reclamation (FDR) recommendations including treatment thickness/depth and if selected mix design (% admixtures, moisture), assuming FDR recycling utilizing cement/lime, water, and existing structural section to achieve the desired compressive strength;
- Risk management and limitations
- Vicinity and site plan with pavement core locations.

### **DELIVERABLES:**

- Draft Pavement Design Report
- Final Pavement Design Report

## **9.0 RIGHT OF WAY APPRAISALS AND ACQUISITIONS (OPTIONAL)**

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

### **9.1 Preliminary Title Reports**

Mark Thomas will order title reports of those parcels subject to additional right of way takes. These title reports will be ordered as soon as those parcels have been identified since delivery can be up to 6 weeks.

### **9.2 Appraisal Maps**

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

### **9.3 Legal Description & Exhibits**

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

### **9.4 Appraisals and Acquisitions**

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

#### **9.4.1 Appraisal Services**

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

#### **9.4.2 Acquisition Services**

- Consultation with the County
- Offer package preparation, the offer packages include an offer letter, appraisal or valuation summary statement as applicable, a proposed right of way agreement, temporary construction easement deed / easement deed and informational brochure.
- Offer package documents presented to County staff for review and pre-approval
- Presenting offers to property owners (in person whenever possible)
- Good faith negotiations with property owners
- Acquisition of property rights in accordance with applicable California laws
- Preparation of all correspondence, forms and agreements, and assorted notary services
- Preparation of administrative settlements when reasonable and in the public interest
- Coordination with County staff related to eminent domain, including preparation of impasse letters, if needed (our goal is to obtain cooperative agreements wherever feasible)
- Escrow coordination services (i.e. pre-completing W-9 and 590 forms for signature)
- Completion and delivery of final close-out work and maintenance of all acquisition files by Hamner, Jewell & Associates including acquisition diaries
- Any other needs that may arise within this scope, as directed by the County

#### **9.5 Right of Way Staking**

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

**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: Matt Brogan Date: 6/28/18

Signature:  Date: \_\_\_\_\_

Vendor Name: Mark Thomas

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*For CEO-Risk Management Division use only*

Exception: \_\_\_\_\_

Approved by CEO-Risk Management Division:  Date: 6/27/18



**EXHIBIT C**  
**PROJECT SCHEDULE**

### Stanislaus County Ninth Street Pavement Rehabilitation Project Project Schedule


ID	Task Name	Working Days	Start	Finish	3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			
					Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
1	BOS Approve Agreement	0 days	Tue 7/17/18	Tue 7/17/18	◆ 7/17																		
2	Kick-Off Meeting	0 days	Tue 7/31/18	Tue 7/31/18	◆ 7/31																		
3	Preliminary Engineering	130 days	Mon 7/30/18	Fri 1/25/19	—————																		
4	Survey	60 days	Mon 7/30/18	Fri 10/19/18	—————																		
8	30% Submittal	60 days	Mon 7/30/18	Fri 10/19/18	—————																		
13	Environmental	40 days	Mon 10/22/18	Fri 12/14/18	—————																		
15	Geotechnical	60 days	Tue 7/31/18	Mon 10/22/18	—————																		
19	Utility	130 days	Mon 7/30/18	Fri 1/25/19	—————																		
24	Final Design	85 days	Tue 10/23/18	Mon 2/18/19	—————																		
25	90% PS&E	65 days	Tue 10/23/18	Mon 1/21/19	—————																		
29	100% PS&E	20 days	Tue 1/22/19	Mon 2/18/19	—————																		
32	Bidding Assistance and Construction Support	169 days	Mon 3/18/19	Thu 11/7/19	—————																		
33	Advertise through Award	49 days	Mon 3/18/19	Thu 5/23/19	—————																		
37	Construction Support	120 days	Fri 5/24/19	Thu 11/7/19	—————																		

**EXHIBIT D**  
**FEE SCHEDULE**

**COST PROPOSAL FOR PROJECT SCOPE - Stanislaus County: Ninth Street Pavement Rehabilitation Project**

MARK THOMAS	Mark Thomas										Subconsultants						TOTAL COST	
	Engineering Services				Survey Services				rt/Coordi									
	Engineering Manager	Project Manager	Technical Lead	Design Engineer I	Survey Manager	Project Surveyor	Surveyor	2 Person Field Crew	Sr. Project Coordinator	Total Hours	Total MT Cost	TJKM	SYCAMORE ENVIRONMENTAL CONSULTANTS, INC	CRAWFORD AND ASSOCIATES, INC	HAMNER, JEWELL, AND ASSOCIATES	SUBCONSULTANT 5		SUBCONSULTANT 6
\$276	\$192	\$192	\$101	\$200	\$150		\$270	\$121			DBE	DBE	Non-DBE	DBE	DBE	DBE		
<b>1.0 PROJECT MANAGEMENT</b>																		
1.1 Project Development Team (PDT) Meetings/Management	2	15	15	8		15		40	95	\$14,186	4,600	-	-	-	-	-	\$230	\$19,016
1.2 Client/subconsultants/Agency Coordination		24	20	24					68	\$10,861	-	-	-	-	-	-	\$0	\$10,861
1.3 Quality Assurance/Quality Control	1	18	10	30	3				62	\$9,271	-	-	-	-	-	-	\$0	\$9,271
<b>Subtotal Phase 1</b>	<b>3</b>	<b>57</b>	<b>45</b>	<b>62</b>	<b>3</b>	<b>15</b>	<b>0</b>	<b>40</b>	<b>225</b>	<b>\$34,318</b>	<b>\$4,600</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$230</b>	<b>\$39,148</b>
<b>2.0 ENVIRONMENTAL DOCUMENT</b>																		
2.1 Environmental Project Management, Meetings and Coordination		1	4	8					13	\$1,765	-	3,836	-	-	-	-	\$192	\$5,793
2.2 CEQA Notice of Exemption (NOE)			2	6					8	\$988	-	2,880	-	-	-	-	\$144	\$4,012
<b>Subtotal Phase 2</b>	<b>0</b>	<b>1</b>	<b>6</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>21</b>	<b>\$2,753</b>	<b>\$0</b>	<b>\$6,716</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$336</b>	<b>\$9,805</b>
<b>3.0 SURVEYS AND BASE MAPPING</b>																		
3.1 Record Research (GPS Control, Record Maps)					2	16			18	\$2,800	-	-	-	-	-	-	\$0	\$2,800
3.2 Pre-Construction Record of Survey					2	24			26	\$4,000	-	-	-	-	-	-	\$0	\$4,000
3.3 Project Control & Right of Way Surveys			2	4	2	56	32		96	\$18,227	-	-	-	-	-	-	\$0	\$18,227
3.4 Supplemental field Surveys			2	4	2	68	24		100	\$17,867	-	-	-	-	-	-	\$0	\$17,867
3.5 Base Maps & Landnet File					2	38			40	\$6,100	-	-	-	-	-	-	\$0	\$6,100
<b>Subtotal Phase 3</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>10</b>	<b>202</b>	<b>56</b>	<b>0</b>	<b>280</b>	<b>\$48,993</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,993</b>
<b>4.0 UTILITY COORDINATION</b>																		
4.1 Utility Coordination/Relocation		1	12	80					93	\$10,551	-	-	-	-	-	-	\$0	\$10,551
<b>Subtotal Phase 4</b>	<b>0</b>	<b>1</b>	<b>12</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>93</b>	<b>\$10,551</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,551</b>
<b>5.0 PRELIMINARY ENGINEERING</b>																		
5.1 Data Gathering/Field Review		1	10	16					27	\$3,722	-	-	-	-	-	-	\$0	\$3,722
5.2 Traffic Index Study		1	2	12					15	\$1,784	720	-	-	-	-	-	\$36	\$2,540
5.3 30% Roadway Geometric Approval Drawings	1	1	56	132					190	\$24,508	11,190	-	-	-	-	-	\$560	\$36,257
5.4 Stormwater Pollution Prevention Plan (SWPPP)			8	56					64	\$7,175	-	-	-	-	-	-	\$0	\$7,175
5.5 Storm Water Data Report		12	26	97					135	\$17,061	-	-	-	-	-	-	\$0	\$17,061
<b>Subtotal Phase 5</b>	<b>1</b>	<b>15</b>	<b>102</b>	<b>313</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>431</b>	<b>\$54,249</b>	<b>\$11,910</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$596</b>	<b>\$66,755</b>

**COST PROPOSAL FOR PROJECT SCOPE - Stanislaus County: Ninth Street Pavement Rehabilitation Project**

	Mark Thomas									Subconsultants							TOTAL COST		
	Engineering Services				Survey Services			rt/Coordi		Total Hours	Total MT Cost	TJKM DBE	SYCAMORE ENVIRONMENTAL CONSULTANTS, INC DBE	CRAWFORD AND ASSOCIATES, INC Non-DBE	HAMNER, JEWELL, AND ASSOCIATES DBE	SUBCONSULTANT 5 DBE		SUBCONSULTANT 6 DBE	Sub Mark-Up 5%
	Engineering Manager \$276	Project Manager \$192	Technical Lead \$192	Design Engineer I \$101	Survey Manager \$200	Project Surveyor \$150	2 Person Field Crew \$270	Sr. Project Coordinator \$121											
<b>6.0 PS&amp;E DESIGN</b>																			
6.1 90% Roadway Plans (45 Sheets Total)	1	1	60	320					382	\$44,207	-	-	-	-	-	-	\$0	\$44,207	
6.2 90% Electrical Plans		1	8	17					26	\$3,439	9,120	-	-	-	-	-	\$456	\$13,015	
6.3 100% Roadway Plans	1	1	40	180					222	\$26,271	-	-	-	-	-	-	\$0	\$26,271	
6.4 100% Electrical Plans		1	10	11					22	\$3,219	6,760	-	-	-	-	-	\$338	\$10,317	
6.5 Special Provisions		1	22	72					95	\$11,664	-	-	-	-	-	-	\$0	\$11,664	
6.6 Estimate	1	1	10	72					84	\$9,637	-	-	-	-	-	-	\$0	\$9,637	
6.7 RE Pending File		1	6	20					27	\$3,357	-	-	-	-	-	-	\$0	\$3,357	
<b>Subtotal Phase 6</b>	<b>3</b>	<b>7</b>	<b>156</b>	<b>692</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>858</b>	<b>\$101,795</b>	<b>\$15,880</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$794</b>	<b>\$118,469</b>	
<b>7.0 BIDDING &amp; CONSTRUCTION ASSISTANCE</b>																			
7.1 Bid Support		1	4	8					13	\$1,765	1,440	-	-	-	-	-	\$72	\$3,277	
7.2 Construction Support		1	4	10					15	\$1,967	3,640	-	-	-	-	-	\$182	\$5,789	
7.3 As-Built Plan Preparation		1	3	22					26	\$2,983	-	-	-	-	-	-	\$0	\$2,983	
<b>Subtotal Phase 7</b>	<b>0</b>	<b>3</b>	<b>11</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>54</b>	<b>\$6,715</b>	<b>\$5,080</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$254</b>	<b>\$12,049</b>	
<b>8.0 GEOTECHNICAL INVESTIGATION</b>																			
8.1 Pavement Design Report and Testing		1	10	16					27	\$3,722	-	-	32,000	-	-	-	\$1,600	\$37,322	
<b>Subtotal Phase 8</b>	<b>0</b>	<b>1</b>	<b>10</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>\$3,722</b>	<b>\$0</b>	<b>\$0</b>	<b>\$32,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,600</b>	<b>\$37,322</b>	
<b>TOTAL HOURS</b>	<b>7</b>	<b>85</b>	<b>346</b>	<b>1225</b>	<b>13</b>	<b>217</b>	<b>56</b>	<b>40</b>	<b>1989</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>1,989</b>	
Anticipated Salary Increases										\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
OTHER DIRECT COSTS										\$22,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,300	
<b>TOTAL COST</b>	<b>\$1,932</b>	<b>\$16,313</b>	<b>\$66,403</b>	<b>\$123,358</b>	<b>\$2,600</b>	<b>\$32,550</b>	<b>\$15,120</b>	<b>\$4,821</b>		<b>\$285,396</b>	<b>\$37,470</b>	<b>\$6,716</b>	<b>\$32,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,809</b>	<b>\$365,392</b>	

**EXHIBIT A**  
**Mark Thomas & Company, Inc. Rate Schedule**  
 Expires June 30, 2018\*

**HOURLY CHARGE RATE RANGES**

**Engineering Services**

Sr. Principal	\$397 - \$428
Principal	\$365 - \$396
Sr. Engineering Manager	\$292 - \$352
Engineering Manager	\$260 - \$292
Practice Area Leader	\$260 - \$292
Sr. Project Manager	\$206 - \$260
Sr. Technical Lead	\$206 - \$260
Project Manager	\$175 - \$209
Technical Lead	\$175 - \$209
Sr. Project Engineer	\$149 - \$174
Sr. Technical Engineer	\$149 - \$174
Project Engineer	\$132 - \$149
Design Engineer II	\$116 - \$132
Design Engineer I	\$86 - \$116
Sr. Technician	\$102 - \$136
Technician	\$70 - \$101
Intern	\$48 - \$70

**Survey Services**

Sr. Survey Manager	\$193 - \$237
Survey Manager	\$190 - \$210
Sr. Project Surveyor	\$171 - \$189
Project Surveyor	\$142 - \$158
Sr. Surveyor	\$121 - \$149
Surveyor	\$112 - \$128
Lead Survey Technician	\$138 - \$152
Sr. Survey Technician	\$102 - \$138
Survey Technician	\$75 - \$111
Survey Intern	\$58 - \$82
Single Chief	\$122 - \$138
Single Chainman	\$104 - \$126
Apprentice	\$50 - \$100
1 Person Field Crew	\$160 - \$180
2 Person Field Crew	\$254 - \$286
3 Person Field Crew	\$325 - \$375

**Urban Planning/Landscape Architecture Services**

Sr. LAUD Division Manager	\$228 - \$257
LAUD Division Manager	\$184 - \$228
Sr. LAUD Project Manager	\$178 - \$184
LAUD Project Manager	\$152 - \$178
Sr. Project Landscape Architect	\$114 - \$133
Project Landscape Architect	\$102 - \$114
Landscape Designer	\$67 - \$101
Intern	\$48 - \$70

**Project Support/Coordination Services**

Sr. Project Accountant	\$113 - \$136
Project Accountant	\$89 - \$113
Sr. Project Coordinator	\$114 - \$127
Project Coordinator	\$79 - \$114
Sr. Project Assistant	\$86 - \$95
Project Assistant	\$44 - \$86
Sr. Technical Writer	\$82 - \$127
Technical Writer	\$48 - \$82
Sr. Graphic Designer	\$98 - \$127
Graphic Designer	\$63 - \$98

**Special Services**

Sr. Inspector	\$105 - \$136
Inspector	\$70 - \$105
Expert Witness	\$390
Strategic Consulting	\$390

**Grant Writing Services**

Sr. Funding Specialist	\$150
Funding Specialist	\$120

**OTHER DIRECT COSTS**

**Reimbursables including, but not limited to:**

Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%