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

DEPT: **BOARD AGENDA:6.C.1 Public Works**

AGENDA DATE: July 31, 2018

File No.

SUBJECT:

Approval to Award a Contract for Engineering and Software Development Services to Peterson Brustad, Inc., of Folsom, California, for the Grayson Small Communities Flood

Risk Reduction Program Feasit	pility Study
BOARD ACTION AS FOLLOW	/S: RESOLUTION NO. 2018-0401
and approved by the following vote Ayes: Supervisors: Olsen, Chiesa	. Withrow, Monteith, and Chairman DeMartini
Excused or Absent: Supervisors:	None None
Abstaining: Supervisor:	None
1) X Approved as recommed 2) Denied 2) Approved as amended 4) Other:	
MOTION:	

ELIZABETH A. KING, Clerk of the Board of Supervisors

ATTEST:

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS AGENDA ITEM

DEPT: Public Works BOARD AGENDA:6.C.1

AGENDA DATE: July 31, 2018

CONSENT: 📈

CEO CONCURRENCE: 4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for Engineering and Software Development Services to Peterson Brustad, Inc., of Folsom, California, for the Grayson Small Communities Flood Risk Reduction Program Feasibility Study

STAFF RECOMMENDATION:

- 1. Award a Contract for Engineering and Software Development Services to Peterson Brustad, Inc., of Folsom, California, for the Grayson Small Communities Flood Risk Reduction Program Feasibility Study.
- 2. Authorize the Director of Public Works to execute a contract with Peterson Brustad, Inc., in the amount of \$499,530 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 Grayson Multi-Benefit Flood Risk Reduction Project was identified through work with the Regional Flood Management Plan (RFMP). The RFMP was adopted by the Board on November 25, 2014 and in May of 2016, the Grayson project was approved by the Department of Water Resources (DWR) for inclusion in the RFMP after being developed, screened, prioritized and submitted to DWR. Based on the criteria applied in the RFMP, the Grayson project falls into the highest priority tier of projects due to its anticipated flood hazard and life risk reduction benefits.

The Grayson Multi-benefit Flood Risk Reduction Project is designed to reduce flood hazards in the community of Grayson that are associated with flood flows escaping into the San Joaquin River channel at the entrance to Laird Slough, the primary channel for conveying flows in this reach. In addition to reducing flood risk in Grayson, the project has potential for habitat enhancement and public recreation benefits, and help to provide transportation and infrastructure benefits by reducing flooding of Grayson Road, a major east-west corridor across the San Joaquin River.

The community of Grayson, California (population ~1000) is partially included in a mapped 100-year regulatory floodplain according to the Federal Emergency Management Agency (FEMA). This project will enhance flood conveyance in the San Joaquin River channel under the Grayson Road Bridge, thereby reducing flood stage and attendant flood risk in the community. Stage reduction is anticipated to reduce the frequency and depth to which Grayson Road is inundated during flood events, providing

improved access and reducing infrastructure maintenance needs. Enhanced conveyance will be achieved by grading and vegetation management that avoids impacts to wetlands and sensitive species and potentially enhances habitats and ecological functions. Additionally, community access and recreational opportunities will be enhanced, potentially through inclusion of trail features accessible from Grayson and perhaps even extended to Laird Park. Additionally, access to the parcel to the north for multiple purposes may allow further extension of public access features from this project area to the north.

Based on early modeling for the Basinwide Feasibility Study, it appears that the Grayson Road Bridge constitutes a significant local impediment to flood flows on the San Joaquin River. This project would wholly or partially address that issue.

The Department of Water resources describes the Small Communities Flood Risk Reduction Program as:

"The Small Communities Flood Risk Reduction (SCFRR) Program was created as a result of the adoption of the 2012 Central Valley Flood Protection Plan (CVFPP). The SCFRR Program objective is to reduce flood risks for small communities protected by the State Plan of Flood Control (SPFC) facilities. Small communities are defined as developed areas with between 200 and 10,000 residents, as described in the CVFPP...

...The primary goals of the CVFPP are to reduce the chance of flooding and property damage once flooding occurs, and to improve public safety, community preparedness, and emergency response. Supporting goals of the CVFPP are to improve operations and maintenance, promote ecosystem functions, improve institutional support, and promote multibenefit projects (CVFPP, pp. 1-26 and 1-27)."

In October of 2016, an application for the community of Grayson was prepared and submitted to DWR in November of 2016. In April of 2017, after review and consideration, DWR notified the County that the Grayson project was eligible for funding.

This feasibility study under this program is a vital part of securing future funding for potential structural improvements to reduce the flood risk near the community of Grayson. At this time, DWR's program will fund 100% of the cost of the study up to an amount of \$500,000, and will share costs above \$500,000 at a rate of 50%. Public Works anticipates this feasibility study to be under \$500,000 and fully funded by DWR.

The Board accepted the grant on July 25, 2017 and authorized the Director of Public Works to sign a funding agreement with resolution 2017-417.

On October 2, 2017, Public Works advertised a Request for Proposal to provide environmental planning/engineering services for the Grayson Small Communities Flood Risk Reduction Project.

The scope of design services includes:

- Project management;
- Geotechnical investigation;
- Community outreach;
- Hyrdraulic Analysis;
- DWR Coordination;
- · Comprehensive engineering; and
- Preparation of a Feasibility Study

On November 3, 2018, two proposals were received from Peterson Brustad, Inc., (PBI) and Environmental Science Associates (ESA). 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;
- Demonstrated ability to comply with DWR 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:

Ranking	Consultant			
1	Peterson Brustad, Inc			
2	Environmental Science Associates			

Public Works selected Peterson Brustad, Inc 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 \$499,530 to Peterson Brustad, Inc., of Folsom, 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 project will be approximately \$549,483 (contract: \$499,530 and contingencies: \$49,953). Department of Water Resources funding in the amount of \$500,000 is currently allocated to this project as well as 50% of any contingencies. Funding is included in the Fiscal Year 2018-2019 Adopted 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 investigating ways to reduce flood risks to residents near the Community of Grayson.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David Leamon, Interim Director, Public Works

Telephone: 209-525-4153

ATTACHMENT(S):

1. Professional Design Services Agreement - Peterson Brustad, Inc.

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 Peterson Brustad, Inc. of Folsom, California, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No.	adopted on the	day of	
20, awarded to Consultant the following Contract:			

Grayson Small Communities Flood Risk Reduction Program Feasibility Study County Contract No. 9639

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 <u>Scope of Services</u>: 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 <u>Professional Practices</u>: 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 <u>Compliance with Laws</u>: 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 <u>Non-Discrimination</u>: 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 <u>Non-Exclusive Agreement</u>: 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 <u>Delegation and Assignment</u>: 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 <u>Subcontracting</u>: 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 <u>Conflict of Interest</u>: 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 <u>Prohibition of Expending State or Federal Funds for Lobbying</u>: 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 <u>Debarment and Suspension Certification</u>: 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 <u>Compensation</u>: Consultant shall be paid in accordance with the fee schedule set forth in <u>Exhibit "D"</u>, 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 <u>Four Hundred Ninety-Nine Thousand Five Hundred Thirty Dollars (\$499,530)</u> 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 <u>Reimbursements</u>: 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 <u>Exhibit "A"</u> 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 <u>Cost Principles</u>: 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 <u>Commencement and Completion of Work</u>: 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 <u>Exhibit "C"</u>, 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 <u>Completion of Agreement:</u> This Agreement shall be completed no later than <u>January</u> 31, 2020, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

- 5.1 <u>Compensation</u>: 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 <u>Exhibit</u> "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 <u>Notice of Termination</u>: 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 <u>Documents</u>: 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 <u>Coverage Required:</u> 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

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 <u>Duty to Defend</u>: 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 <u>Duty to Cooperate</u>: 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 <u>Designated Personnel</u>: 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.

> Project Manager: Mike Rossiter a.

Lead/Manager: b. n/a

- 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.
- 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: Andrew Malizia, PE

Stanislaus County Public Works

1716 Morgan Road

Modesto, CA 95358

If to Consultant: Mike Rossiter, PE

Peterson Brustad, Inc.

1180 Iron Point Road, Suite 260

Folsom, CA 95630

- 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.

- 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.
- 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 <u>Independent Contractor</u>: 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 <u>Confidentiality</u>: 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 <u>National Labor Relations Board Certification</u>: 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 <u>Public Records Act Disclosure</u>: 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:
 - This agreement shall prevail over all other documents;
 - The attachments to this agreement shall prevail over the RFP and Response;
 - 3. The RFP shall prevail over the Response
- 8.19 <u>Costs</u>: 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 <u>Construction</u>: 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 <u>Amendments</u>: This Agreement may be amended only by a writing executed by the parties hereto or their respective successors and assigns.
- 8.23 <u>Waiver</u>: 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 <u>Severability</u>: 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** <u>Counterparts</u>: 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 <u>Corporate Authority</u>: 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 STAMISLAUS

Bv:

David A. Leamon, Interim Director Department of Public Works

PETERSON BRUSTAD, INC.

By: Dave Peterson, PE

Principal

CA PE: C-43432

APPROVED AS TO FORM:

John P. Doering County Counsel

D.,.

Amanda DeHart

Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

Grayson Flood Risk Reduction Feasibility Study

Grayson (Community) is an unincorporated small community located on the west bank of the San Joaquin River in Stanislaus County. As the authorized land use and floodplain management authority for Grayson, Stanislaus County will be the Grantee for the Grayson Flood Risk Reduction Feasibility Study (Project). The Project Team will consist of the Grantee and their selected consultants.

Scope of Work

Task 1. Project Management and Grant Administration

Grant administration will include the quarterly work plan and progress reports that are required by the Department of Water Resources (DWR), preparation of DWR invoices, and communication with DWR staff. The quarterly progress reports will summarize the project budget and schedule status and expected work over the subsequent quarter.

Project management activities will include scope, budget and team management, communications within the Project Team, and up to three (3) internal coordination meetings and/or conference calls with the Project Team.

Task 2. Identification of Problems and Opportunities

Subtask 2.1: Community Background

Subtask 2.1 will include assembling a description of the Community location, setting, history and context. A review of past studies and data (e.g.- Mid San Joaquin Regional Flood Management Plan, DWR Basin Wide Feasibility Study, environmental data, geotechnical data, etc.) will be conducted to develop a summary of known flooding issues within the Community.

Subtask 2.2: Coordination with USACE and DWR Studies

The United States Army Corps of Engineers (USACE) is currently conducting a Floodplain Management Study (FPMS) on the community of Grayson. DWR has also used Grayson as an analysis point for the 2017 Central Valley Flood Protection Plan (CVFPP) and Basin Wide Feasibility Study (BWFS). The Project Team will coordinate and communicate with USACE and DWR regarding data sharing, analyses that have been completed, lessons learned, etc. on these past and ongoing studies.

Subtask 2.3: Hydraulic Model Updates

Previously developed technical tools [e.g.- Central Valley Hydrology Study (CVHS) and Central Valley Floodplain Evaluation and Delineation (CVFED) program's Hydrologic Engineering Center (HEC) River Analysis Software (RAS) model] will be used as the basis of the hydraulic modeling and will be updated as necessary. The ongoing USACE FPMS used the CVFED HEC-RAS model as the base model for their analysis and updated it for the purpose of their study. The USACE FPMS hydraulic model will be reviewed and updated

as necessary to fit the needs of the SCFRR study. The updated HEC-RAS model will be converted to a HEC-RAS v.5.0 2D model so that it can be used to better simulate the flow dynamics of the study area and can be used to map overbank floodplains. Updates will also include a review and, if necessary, refinement of the HEC-RAS model calibration to observed high flow events.

Subtask 2.4: Without Project Hydraulic Modeling

Up to 6 flow-frequency scenarios, including existing and predicted future hydrologic scenarios, will be modeled for without project conditions to develop a thorough understanding of the hydraulics in the vicinity of the Community and to aid in the identification of problems and opportunities. The goal of the without project modeling will be to identify both current and future flood problems in and around Grayson that would directly impact the community.

Subtask 2.5: Discussion of Planning Goals and Objectives

Once flooding issues are analyzed, the Project's planning goals and objectives will be defined, along with constraints that may limit the planning process. A Technical Memorandum (TM) will be drafted to describe the goals, objectives, methods, results from the Task 2 activities.

Task 2 Deliverables:

- Updated HEC-RAS Model and Summary of updates
- Without Project Summary of Findings.
- Water surface profile plots for modeled scenarios;
- Floodplain maps for the study area;
- -Technical memorandum describing goals, objectives, methods, results from the Task 2 activities.

Task 3. Formulate Alternatives

Subtask 3.1: Exploration of Potential Alternatives

Workgroup sessions (up to 2) with the Project Team and project stakeholders will be used to discuss possible solutions (both structural and non-structural) that would meet the planning goals and objectives of the study. Basic plan view, conceptual layouts of alternatives (up to 10) will be created along with brief narrative descriptions.

Subtask 3.2: Identification of Multi-Benefit Opportunities

Alternatives from Subtask 3.1 will be evaluated to determine if, and to what extent, multibenefit components can reasonably be incorporated into the flood protection solutions. Opportunities to enhance water supply, water quality, navigation, recreation, and the ecosystem will be explored at a qualitative level and will be integrated into the potential alternatives if practical.

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Subtask 3.3: Selection of Final Array of Alternatives

Potential alternatives and multi-benefit opportunities will be reviewed. Engineering judgement and local knowledge of the Community's problems, opportunities, and constraints will be used to select a final array of alternatives. It is assumed that there will be no more than three (3) alternatives that will make up the final array to be fully analyzed. Plan view layouts of final alternatives will be created along with narrative descriptions. A brief technical memorandum will be developed to describe the final array of alternatives and the process that led to their selection. If necessary, another workgroup session will be held with stakeholders to present the final alternatives.

Subtask 3.4: DWR Engagement on Final Array of Alternatives

Coordinate with DWR to get the State's input on the final array of alternatives by providing DWR with the Subtask 3.3 technical memorandum. Following DWR review of the technical memorandum, a meeting and/or site visit will be held with DWR to discuss the final array of alternatives if necessary.

Task 3 Deliverables:

- -Plan view layouts and descriptions of potential alternatives;
- -Technical memorandum describing the final array of alternatives and the process that led to their selection.

Task 4. Evaluate Final Array of Alternatives

Subtask 4.1: Hydraulic Evaluation

The final array of alternatives will be evaluated from a hydraulic standpoint using HEC-RAS v5.0 (2D). Structural components of each alternative will be coded into the model and a up to 6 flow frequency scenarios, including existing and predicted future hydrologic scenarios, will be run for each of the final alternatives.

Subtask 4.2: Evaluation of Resiliency to Future Hydrologic Conditions

The performance of the final array of alternatives under an increased flow regime will be evaluated using CVHS predicted future hydrology. The alternatives will be re-assessed following the hydraulic modeling of the future hydrologic scenario to see if modifications to increase long-term resiliency of the alternatives can be accomplished through a phased implementation approach. Revisions to plan view layouts and alternative descriptions will be made if necessary.

Subtask 4.3: Geotechnical Evaluation

Existing geotechnical data from Urban and Non-Urban Levee Evaluation (ULE/NULE) program, from County construction projects in the Grayson vicinity, and/or other available sources, will be used to evaluate soil materials and to estimate geotechnical components of improvements for each alternative. A desktop study and field visits will be performed to inform a general assessment of geotechnical features and concerns that may impact selection of project alternatives.

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A TM will be prepared to document findings and conclusions of the geotechnical analysis. It will include high-level, preliminary recommendations and considerations regarding Grayson Road bridge and embankment modifications as well as other components of the project alternatives.

Geotechnical data in this area is not abundant and assumptions will need to be made to estimate geotechnical features of alternatives. For example, if new levees are a part of an alternative, assumptions will need to be made on the slurry wall or seepage berm requirements. If data is insufficient such that geotechnical components cannot be estimated at a feasibility-level of detail, the need for explorations will be discussed with DWR.

Subtask 4.4: Cost Estimates

Basic planning-level cost estimates will be made to evaluate costs to implement each alternative. It will include preliminary estimates of capital costs, costs of right-of-way and land acquisition, permitting costs, and operations and maintenance (O&M) costs that are associated with each alternative.

Subtask 4.5: Economic & Life Loss Evaluation

An estimate of economic and life loss consequences will be made for without-project conditions and for each of the alternatives. A comparison of the benefits associated with each alternative will be used as part of the ranking and selection of the preferred alternative. It is assumed that either the Hydrologic Engineering Center's (HEC) Flood Impact Analysis (FIA) model, the HEC Flood Damage Analysis (FDA) model, or a similar model will be set up to evaluate economic damages and life loss for each alternative. Inundation depths, structure inventories, depth-damage curves, and life loss assumptions are expected to be used in the analysis. A determination of which model to use will be made once the availability of input datasets are evaluated.

Subtask 4.6: Evaluation of Non-Structural and Multi-Benefit Components

Criteria will be developed to rate each alternative for other project benefits that aren't easily quantifiable. The alternatives will be evaluated to assess the degree of benefits that come from non-structural and multi-benefit components. Included in this subtask is a basic and qualitative assessment to identify potential non-structural benefits (e.g. emergency response benefits, evacuation route benefits, etc.) and multi-benefit solutions (e.g. water supply, water quality, recreation, ecosystem restoration, etc.) in the areas surrounding the Community.

Subtask 4.7: Finance Plan for Alternatives

The finance plan will address the requirements outlined and described within DWR's State-led Feasibility Study Guidelines. Phase 1 of the finance plan will (1) assist with evaluation of potential multi-benefit project components, funding opportunities and identification of beneficiaries, (2) identify local funding and potential cost-sharing partners (State and Federal), (3) identify local funding limitations and develop conceptual funding plan(s). Phase 2 will consist of developing a conceptual finance plan, a funding strategy, and

Page 5 of 9

implementation recommendations. A technical memorandum will be developed to summarize the finance plan.

Subtask 4.8: Community Outreach

The Project Team will utilize low-cost, effective tools to share information about the Feasibility Study process and public involvement opportunities. Throughout the process, stakeholders will be notified of project progress, provided opportunities to review and have input on proposed alternatives and study documents, and given updates on progress and activities. Tasks will include:

Outreach Materials: The Project Team will develop up to two fliers to announce opportunities for public input into project alternatives and other key milestones. Fliers will be distributed/posted in and around Grayson and will include team contact information (phone and email).

Website: The Project Team will provide website content for posting to the County's website. Content will include language to introduce study goals, process and timeline. Electronic copies of all outreach materials, along with key dates and milestones for updates to the website will be provided, as needed.

Email/Hotline Management: The Project Team will provide an ernail and telephone number to serve as the primary contact for study activities. Contact information will be noticed on outreach materials and on the County's website. A log will be developed to include a summary of calls and emails, along with any resulting actions and/or follow up.

Subtask 4.9: Selection of Preferred Alternative

Each alternative will be ranked based on the above evaluations of economic and life loss benefits, non-structural benefits, multi-benefit components, project cost, financial feasibility, and community/stakeholder support. Input from the Project Team and stakeholders will be sought once the analyses have been completed and prior to the selection of a preferred alternative. A preferred alternative will be selected based on logic and data set forth in the evaluations. A technical memorandum will be drafted to summarize the alternative evaluations and to describe the thought-process that led to the selection of the preferred alternative.

Subtask 4.10: DWR Engagement on Selected Alternative

The Grantee will provide DWR with the Task 4.9 technical memorandum. Following DWR review of the technical memorandum, a meeting will be held with DWR to discuss the selection of the preferred alternative if necessary.

Task 4 Deliverables:

- -Floodplain maps for each alternative scenario;
- -Technical memorandum summarizing the Geotechnical Evaluation
- -Technical memorandum summarizing the Finance Plan
- -Community outreach materials, website, and hotline
- -Technical memorandum that summarizes the process used to evaluate the alternatives and to select the preferred alternative.

Task 5. Refinement of Preferred Alternative

Subtask 5.1: Refine Preferred Alternative

The preferred alternative will be refined following input received from DWR and from the Community. The preferred project narrative, conceptual drawings (10% design level), feasibility-level cost estimate, finance plan, and implementation plan will be finalized. A phased implementation plan for the preferred alternative will be developed if necessary.

Subtask 5.2: Environmental Compliance

The preferred project will be examined to identify potential impacts on the environment and necessary permits that would need to be obtained prior to implementation. For the purposes of the Project, a basic California Environmental Quality Act (CEQA) environmental checklist will be completed and a list of potential permitting needs will be developed.

Task 5 Deliverables:

- -Memorandum to summarize revisions to the preferred plan.
- -Completion of CEQA Environmental Checklist

Task 6. Final Report Preparation

A draft document will be compiled to describe the steps taken during the Project that resulted in selecting the preferred alternative. The technical memorandums developed as part of the previous tasks will be directly incorporated as sections of the final feasibility study report. Comments from DWR and stakeholders will be collected and addressed, and a final report will be released. One (1) round of review is anticipated for this task.

Task 6 Deliverables:

- -Draft Feasibility Study Report.
- -Final Feasibility Study Report.

Project Estimated Budget

A detailed budget to conduct the study is provided in Table 1 and was assembled based on the tasks and assumptions described in *Exhibit A: Scope of Work*.

Project Schedule

Based on the tasks and level of effort defined in *Exhibit A: Scope of Work*, it is estimated that the feasibility study will take approximately 19 months to complete from the signing of the funding agreement. A detailed schedule is provided in Figure 1.

TABLE 1. LABOR AND BUDGET FOR GRAYSON FEASIBILITY STUDY

Employee Level	Principal	Project Manager	Senior Staff	Project Engineer / Associate	Staff Engineer / Assistant	Administrative	Total Staff Hours	Total Cost
Hourly Rate	\$265	\$220	\$200	\$180	\$150	\$105		
Task 1. Project Management and Grant Administration	8	182	36	0	28	36	290	\$57,340
Task 2. Identification of Problems and Opportunities	8	92	54	90	181	0	425	\$76,510
2.1. Community Background and Gathering of Existing Information	2	16	54	42	33		147	\$27,360
2.2. Coordination with USACE and DWR Studies		24			8		32	\$6,480
2.3. Hydraulic Model Updates	2	16		16	40		74	\$12,930
2.4. Without Project Hydraulic Modeling	2	16		16	60		94	\$15,930
2.5. Discussion of Planning Goals and Objectives	2	20		16	40		78	\$13,810
Task 3. Formulate Alternatives	8	88	54	98	132	0	380	\$69,720
3.1. Exploration of Potential Alternatives	2	40	32	22	60		156	\$28,690
3.2. Identification of Multi-Benefit Opportunities	2	16	20	40	8		86	\$16,450
3.3. Selection of Final Array of Alternatives	2	20	2	32	52		108	\$18,890
3.4. DWR Engagement on Final Array of Alternatives	2	12		4	12		30	\$5,690
Task 4. Evaluate Final Array of Alternatives	12	144	325	426	520	0	1,427	\$254,540
4.1. Hydraulic Evaluation	2	28		24	100		154	\$26,010
4.2. Evaluation of Resiliency to Future Hydrologic Conditions	2	16		4	32		54	\$9,570
4.3. Geotechnical Evaluation		4	130	70	70		274	\$49,980
4.4. Cost Estimates		12	16		52		80	\$13,640
4.5. Economic & Life Loss Evaluation	4	24		60	40		128	\$23,140
4.6. Evaluation of Non-Structural and Multi-Benefit Components	2	20	70	130	114		336	\$59,430
4.7. Finance Plan for Alternatives		4	48	60	60		172	\$30,280
4.8. Community Outreach		8	23	30			61	\$11,760
4.9. Selection of Preferred Alternative	2	20	38	48	44		152	\$27,770
4.10. DWR Engagement on Selected Alternative		8			8		16	\$2,960
Task 5. Refinement of Preferred Alternative	2	22	10	20	44	0	98	\$17,570
5.1. Refine Preferred Alternative	2	20	8	18	28		76	\$13,970
5.2. Environmental Compliance		2	2	2	16		22	\$3,600
Task 6. Final Report Preparation	10	32	0	32	56	0	130	\$23,850

FIGURE 1. PROJECT SCHEDULE FOR GRAYSON FEASIBILITY STUDY

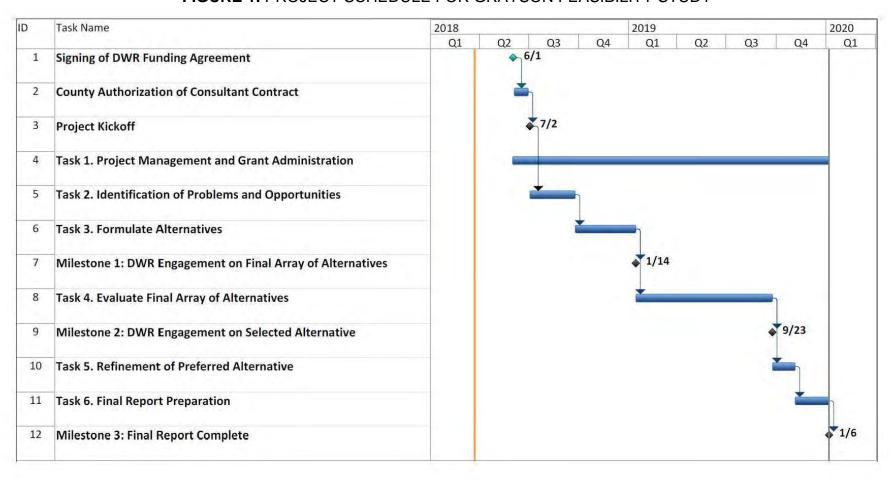


EXHIBIT B INSURANCE REQUIREMENTS

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.
- 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)
- Professional Liability (Errors and Omissions) Insurance appropriates 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:

- 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 WC – I am exempt from providing work required under section 1861 and 3700 of the California Labor	
acknowledge the insurance requirements listed above.	
Print Name: Down Print Name:	-11.
Signature:	Date:7/2//8
/endor Name:I/BI	
or CEO-Risk Management Division use only	
exception: N/A	
pproved by CEO-Risk Management Division:	Date: 6/26/2018
pproved by CEO-kisk ivialiagement Division:	Date

EXHIBIT C

PROJECT SCHEDULE

PROJECT SCHEDULE FOR GRAYSON FEASIBILITY STUDY

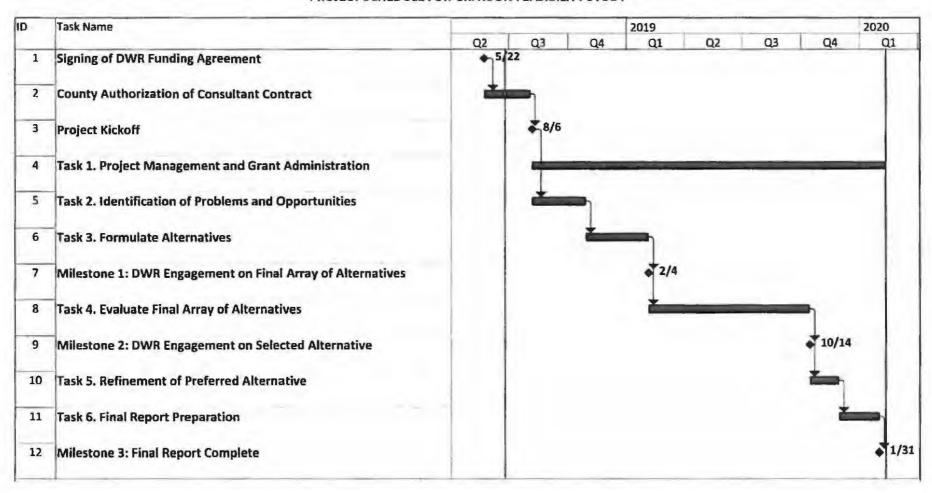


EXHIBIT D

FEE SCHEDULE

LABOR AND BUDGET FOR GRAYSON FEASIBILITY STUDY

Employee Level Hourly Rate	Principal \$265	Project Manager	Senior Staff	Project Engineer / Associate S180	Staff Engineer/ Assistant	Administrative S105	Total Staff Hours	Other Direct Costs	Total Cost
Task 1. Project Management and Grant Administration	8	180	36	0	28	34	286	\$650	\$57,340
Task 2. Identification of Problems and Opportunities	8	91	54	90	180	0	423	\$370	\$76,510
2.1. Community Background and Gathering of Existing Information	2	16	54	42	33		147	50	\$27,360
2.2. Coordination with USACE and DWR Studies		23			7		30	5370	\$6,480
2.3. Hydraulic Model Updates	2	16		16	40		74	50	\$12,930
2.4. Without Project Hydraulic Modeling	2	16		16	60		94	50	\$15,930
2.5. Discussion of Planning Goals and Objectives	2	20		16	40		78	\$0	513,810
Task 3. Formulate Alternatives	8	88	53	96	128	0	373	\$1,160	\$69,720
3.1. Exploration of Potential Alternatives	2	40	31	20	60		153	\$560	\$28,690
3.2. Identification of Multi-Benefit Opportunities	2	16	20	40	8		86	\$0	\$16,450
3.3. Selection of Final Array of Alternatives	2	20	2	32	50		106	\$300	\$18,890
3.4. DWR Engagement on Final Array of Alternatives	2	12		4	10		28	\$300	\$5,690
Task 4. Evaluate Final Array of Alternatives	12	144	316	416	516	0	1,404	\$4,200	\$254,540
4.1. Hydraulic Evaluation	2	28		24	100		154	\$0	\$26,010
4.2. Evaluation of Resiliency to Future Hydrologic Conditions	2	16		4	32		54	50	\$9,570
4.3. Geotechnical Evaluation		4	130	70	70		274	SO	549,980
4.4. Cost Estimates		12	16		52		80	SO	\$13,640
4.5. Economic & Life Loss Evaluation	4	24		60	40	1	128	SO	\$23,140
4.6. Evaluation of Non-Structural and Multi-Benefit Components	2	20	70	130	114		336	\$0	\$\$9,430
4.7. Finance Plan for Alternatives		4	48	60	60		172	SO	\$30,280
4.8. Community Outreach		8	20	24			52	\$1,680	\$11,760
4.9. Selection of Preferred Alternative	2	20	32	44	40	i	138	\$2,520	\$27,770
4.10. DWR Engagement on Selected Alternative		8			8		16	50	\$2,960
Task 5. Refinement of Preferred Alternative	2	22	10	20	44	0	98	\$0	\$17,570
5.1. Refine Preferred Alternative	2	20	В	18	28		76	So	\$13,970
5.2. Environmental Compliance	-	2	2	2	16	i .	22	50	\$3,600
Task 6. Final Report Preparation	10	32	0	32	54	0	128	\$300	\$23,850
TOTALS	48	557	469	654	950	34	2,712	\$6,680	\$499,530



2018 RATE SCHEDULE SMALL COMMUNITIES FLOOD RISK REDUCTION (SCFRR) FEASIBILITY STUDIES

Position	Description	PBI Staff	Hourly Billing Rate
E9	Principal Engineer	D. Peterson K. Brustad	\$264
E8	Project Manager 3		\$239
E7	Project Manager 2/ Senior Engineer 2	M. Rossiter C. Fritz K. Gerst	\$218
E6	Project Manager 1/ Senior Engineer 1	N. King J. Meredith	\$199
E5	Project Engineer 3		\$193
E4	Project Engineer 2	A. Martin C. Buller	\$180
E3	Project Engineer 1		\$169
E2	Staff Engineer 2	M. Pantell J. Rowe	\$148
E1	Staff Engineer 1	B. Creager B. Salvador M. Siltanen	\$128
T4	Technician 4		\$142
Т3	Technician 3		\$128
T2	Technician 2		\$109
T1	Technician 1	S. Putty	\$96
A4	Administrative 4	A. D'Ambrosio	\$104
A3	Administrative 3		\$91
A2	Administrative 2		\$78
A1	Administrative 1		\$65

Expenses

- At cost for outside printing, plotting, copying, travel, subconsultants, and outside services and charges
- Auto mileage per current Federal Rates

^{*} Rates will be modified January 1 of each year.