

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

DEPT: Public Works

BOARD AGENDA: 6.C.1
AGENDA DATE: July 16, 2019

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to Wood Rodgers, Inc. of Sacramento, California for the Quincy Road Over Turlock Irrigation District (TID) Upper Lateral No. 3 Bridge Replacement Project

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2019-0457

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X 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:6.C.1
AGENDA DATE: July 16, 2019

CONSENT: ☒

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for All-Inclusive Engineering Services to Wood Rodgers, Inc. of Sacramento, California for the Quincy Road Over Turlock Irrigation District (TID) Upper Lateral No. 3 Bridge Replacement Project

STAFF RECOMMENDATION:

1. Award a contract for All-Inclusive Bridge Engineering and Project Delivery Services to Wood Rodgers, Inc. of Sacramento, California for the Quincy Road over Turlock Irrigation District (TID) Lateral No. 3 Bridge Replacement Project.
2. Authorize the Director of Public Works to execute a contract with Wood Rodgers, Inc. in the amount of \$571,318.40 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 Quincy Road bridge over Turlock Irrigation District (TID) Upper Lateral No 3 Canal is located east of the City of Turlock, on Quincy Road between Taylor Road and Zeering Road in Stanislaus County. Quincy Road is a two-lane road classified as a Local Road. The average daily traffic (ADT) along Quincy Road is approximately 1,625 vehicles per day (2% of which consists of truck traffic). The existing pavement width for the two-lane road is approximately 22 feet and has a low pavement condition index (PCI) of 42.

The existing bridge structure consists of a continuous reinforced concrete slab supported on a single reinforced concrete pier wall and diaphragm abutments founded on spread footings. The bridge is approximately 22 feet wide and has a span of approximately 18 feet. The existing structure has indication of some delamination, spalled areas, cracking, abrasion, and rail damage. The existing bridge is functionally obsolete with substandard widths and safety railing. The existing irrigation canal generally tends to flow full with virtually no freeboard depending on the irrigation water demand of TID customers. In this condition, the soffit of the existing bridge is submerged in water for a good portion of the irrigation season, which has led to the deterioration of the existing structure.

According to County traffic records, approximately five accidents have occurred at this bridge between 2012 and 2016. A few of these collisions have resulted in damage to the existing bridge rails and structure.

The Consultant will prepare a bridge type selection report that will outline multiple bridge design alternatives to remove and replace the existing bridge. The design will be in accordance with the latest Caltrans structure design standards and will conform to TID and County requirements. The purpose of the project is to increase the load limit, increase the permit rating, improve the motorist safety, widen the existing lanes to current geometric standards, and minimize vehicular accidents.

The scope of design services includes:

- Project management;
- Environmental Services;
- Public Outreach;
- Topographic and boundary survey;
- Monument Preservation;
- Utility design and coordination;
- Comprehensive Engineering Services;
- Plans, Specifications and Estimate (PS & E);
- Right of way services; and
- Bidding and construction support.

On March 1, 2019, seven proposals were received. 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 kinds of work;
- Quality of staff for work to be done;
- 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:

1. Wood Rodgers, Inc.
2. Drake Haglan & Associates
3. MGE Engineering, Inc.
4. Mark Thomas Company
5. R.E.Y. Engineers, Inc.
6. NV5, Inc
7. GDR Engineering, Inc.

Public Works staff selected Wood Rodgers, 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 not to exceed \$571,318.40 to Wood Rodgers, Inc. of Sacramento, CA.

POLICY ISSUE:

County policy requires Board of Supervisors' approval of contracts that exceed \$200,000.00.

FISCAL IMPACT:

Costs associated to assure timely and cost-efficient delivery of this consultant contract is approximately \$628,450.24 (Contract: \$571,318.40 plus \$57,131.84 contingencies).

The total estimated cost of the Quincy Road over TID Lateral Number 3 Bridge Replacement Project is anticipated to be approximately \$1,628,450.24 (\$628,450.24 for preliminary engineering and contingencies, plus \$1,000,000.00 for the construction phase of the project). The project is funded with Senate Bill 1 (SB 1) funds and is included in the Fiscal Year 2019-2020 Adopted Proposed Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by replacing a functionally obsolete bridge and replacing it with a bridge that meets modern standards.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David Leamon, Public Works Director

Telephone: (209) 525-4151

ATTACHMENT(S):

1. Quincy Road over TID Lateral No. 3 - Professional Design Services Agreement - Wood Rogers, 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 Wood Rodgers, Inc. of Sacramento, California, hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2019-0457 adopted on the 16th day of July, 2019, awarded to Consultant a contract for Five Hundred Seventy-One Thousand Three Hundred Eighteen and 40/100 Dollars (\$571,318.40) for the following project:

Quincy Road over Turlock Irrigation District Lateral No. 3 Bridge Replacement
County Contract No. 9660

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 Five Hundred Seventy-One Thousand Three Hundred Eighteen and 40/100 Dollars (\$571,318.40) during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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

3.3 Additional Services: Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for the Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

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

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

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

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

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

4.0 TIME OF PERFORMANCE

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

4.2 Excusable Delays: Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not

be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.3 Completion of Agreement: This Agreement shall be completed no later than **April 29, 2021**, 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: Chris Hodge, PE
- b. Lead/Manager: _____

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

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

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| <u>If to County:</u> Chris Brady, PE, Deputy Director Stanislaus County Public Works 1716 Morgan Road Modesto, CA 95358 | <u>If to Consultant:</u> Chris Hodge, PE Wood Rodgers, Inc. 3301 C Street, Bldg. 100B Sacramento, CA 95816 |
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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, Director
Department of Public Works

WOOD RODGERS, INC.

By: _____


Chris Hodge, PE, Project Manager
Principal-in-Charge

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: _____


Todd James
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES

Scope

The following Scope of Work details how the Wood Rodgers Project Team (Consultant) will provide Engineering and Environmental Services to secure Project Approval and Environmental Documents (PA&ED) and to prepare Plans, Specification, and Estimate (PS&E) for construction of the N Quincy Road over Turlock Irrigation District (TID) Lateral No. 3 Canal Bridge Replacement Project (Project). The lead agency is Stanislaus County Public Works Agency (County).

Our services are described in two phases. Phase 1 provides the project scoping, environmental documents and clearance, and 30% plans and estimate to define the preferred alternative. Phase 2 provides the final project design, construction documents, bidding support, and construction engineering support.

The following scope of services is based on achieving a compromise between public safety, managing project delivery and construction costs, maintaining access requirements, and minimizing impacts to adjacent land owner(s). A primary factor is avoiding acquisitions on the adjoining (Williamson Act) agricultural parcels to circumvent the need for condemnation/ eminent domain proceedings. If the County is willing to engage in condemnation for a narrower bridge replacement project, a reduced construction cost can be achieved, but the scope of services will need to be amended to include additional tasks for environmental studies and right-of-way acquisition.

Design Standards

Design and environmental work will conform with the following standards:

- Stanislaus County Public Works Standards and Specifications, 2014 Edition
- TID Irrigation Construction & Engineering Design Standards, August 2011 Caltrans Highway Design Manual
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- California Manual on Uniform Traffic Control Devices
- Caltrans Standard Environmental Reference
- AASHTO LRFD Bridge Design Specifications, 6th Edition (with California Amendments)
- Caltrans Seismic Design Criteria, Version 1.7
- Caltrans Bridge Memos to Designers
- Caltrans 2018 Standard Specifications & Plans

Plan preparation will conform with the following practices:

- Civil plans will be prepared in AutoCAD Civil 3D in accordance with the Caltrans Plan Preparation Manual.
- Structure plans will be prepared AutoCAD in accordance with the Caltrans Bridge Design Details Manual.
- Project design and detailing will incorporate the use of the Caltrans Bridge Standard Detail Sheets ("XS" sheets), as appropriate.

PHASE 1: PA&ED SERVICES

Task 1.1: Project Management – PA & ED

Provide overall project management, coordination, and supervision of project team to facilitate the performance of the work described in the scope of services for the successful delivery of PA&ED.

Task 1.1.1: PDT, Coordination

Consultant will organize, conduct, and document up to 5 PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas, action item tracking, schedule updates, and meeting notes. As part of this task, conduct a kick-off meeting to discuss the overall scope of services, project schedule, quality assurance and quality control plan, communications protocol, invoicing procedures, and progress reporting procedures.

Task 1.1.2: Project Controls

Consultant will provide overall project management services that will include assigning and monitoring delivery tasks, preparing monthly invoices and progress reports, tracking task budgets and project critical path method schedule, and coordinating with County staff. Consultant will implement a quality assurance/quality control program for this project. Quality Control and Quality Assurance Reviews will be conducted on deliverables prior to submittal to the County. Quality Control Review checklists and logs will be maintained internally throughout the project delivery process.

Task 1.1 Deliverables

- *Monthly invoices and progress reports*
- *Meeting agenda and notes*
- *CPM project schedule and quarterly updates*

Task 1.2: Preliminary Engineering Studies

Task 1.2.1: Initial Alternative Development and Project Footprint

Use readily available information to develop and screen initial alternatives. It is anticipated this task will result in two bridge replacement alternatives (Inline, Offset, or Stage Construction alignments). The envelop of these project footprints will be used to initiate the preliminary engineering studies.

Task 1.2.1: Deliverables

- *Initial Project Footprint Exhibit*

Task 1.2.2: Right of Entry (ROE) Letters and Access

Based on initial project footprint, Consultant will identify property owners with contact names, addresses, and telephone numbers. Prepare and send ROE Letters to property owners requesting permission for access to parcels for the purposes of completing preliminary engineering and environmental surveys and other onsite work. Compile responses. Distribute permissions and special instructions to project team. Permissions and instructions must accompany all personnel while completing field work.

Task 1.2.2 Deliverables

- *Right of Entry Letters*

Task 1.2.3: Surveys and Mapping

The topographic mapping and initial right-of-way boundary surveys were provided by the County under a separate contract by Associated Engineering Group, Inc. (AEGI). Consultant will use the mapping and surveys for the preliminary and design level engineering. Consultant is not liable for the accuracy of the mapping and surveys. AEGI will be responsible for any omitted features, discrepancies, or errors. AEGI will provide Project Control data related to its work, including but not limited to control diagram, monumentation/control data records, and basis of bearing. Consultant will prepare Project Control plans sheet. AEGI's Professional Land Surveyor licensed to practice in California will stamp and sign the Project Control plan sheet.

If required, additional surveys and mapping will be based on the California State Plane Coordinate System. Survey horizontal control shall be NAD83, vertical control shall be NAVD88.

If required, base mapping will be provided in an AutoCAD (2015 Version or later) based drawing.

Boundary Survey Resolution: Undocumented ownership, easements, and parcel boundaries exist currently along non-existing road right-of-way. The following scope elements will resolve road and parcel boundaries for the three parcels adjoining the bridge replacement project.

Record Research: Perform record research at Stanislaus County to locate recorded control maps, Right-of-Way maps, Records of Survey, Corner Records, and other Official Maps of Records.

Preliminary Title Reports: Procure Preliminary Title Reports for each property affected by Right-of-Way and/or easement acquisition (three Title Reports). Review and plot existing Right-of-Ways and easements based on Preliminary Title Reports.

Record Calculations: Calculate record Right-of-Way lines and property lines located within the project limits in accordance with Record Maps, Record Deeds, and documents as required to calculate field search positions for existing Right-of-Way Monuments, street Survey Monuments, and Parcel Corner Monuments. Calculate the parcel boundaries and easements based on Title Reports acquired for the parcels effected by the proposed improvements. All calculations will be performed from the right-of-way mapping and control provided by the County. No field survey will be performed as a part of this Task.

Monument Preservation: Based on preliminary research, it appears that there are three existing Monuments within the project area. Perform research for existing horizontal and vertical control monuments and property corners within the project limits. Set reference ties for each monument found. Prepare and submit pre-construction corner records to the Stanislaus County Surveyor for processing and filing. Monument preservation will be performed in accordance with the

requirements of Section 8771 of the California Business and Professions Code (Land Surveyors Act). It will also comply with the requirements of Section 1810.5 of the California's Streets and Highways Code and will show the following:

- Property corner monuments found and set.
- Property corners established.
- Record and measured data for the boundaries of the subject parcel(s).

Application and processing fees or charges (including County map checking and recording fees) are excluded. The County will be responsible for payment of all associated fees.

Task 1.2.3 Deliverables

- *Boundary Survey with easements (3 hard copies, PDF)*
- *Survey Notes, including existing alignments and monumentation (PDF)*
- *Preliminary Title Reports, total 3 (PDF)*
- *Filed Corner Records*

Task 1.2.4: Geotechnical Investigations

Consultant team has recently completed a geotechnical test boring along North Quincy Road in the vicinity of the existing bridge. This boring shows predominately medium dense silty sand/sandy silt layers to about a depth of 15-20 ft below road grade. Consultant team has reviewed 10-year groundwater log of TID maintained monitoring wells at the two larger intersections on Taylor Rd located to the east and west of N Quincy Rd, Waring Rd and Berkeley Rd, respectively. The recent (2015-2018) average depth to groundwater exceeded 16 feet, with a localized minimum depth from 13.1 feet in August - November 2018. This data and borings by others will be used as the basis of the Preliminary Foundation Memorandum.

Preliminary Foundation Memorandum: No borings or laboratory tests will be completed for the Preliminary Foundation Memorandum. Review preliminary project data/documents (including in-house geotechnical reports and boring data), published geologic data and aerial photographs. Complete a site visit to review existing site conditions. Preliminary geotechnical engineering analysis will be completed based on existing/available and previous boring data by others. A Preliminary Foundation Memorandum will be prepared that includes: Introduction; Scope of Services; Project Location; Summary of Site Geology and Subsurface Conditions (based on review of available record documents and published geologic data); Groundwater; As-built Foundation Data (if/as available); Preliminary Seismic Information and Recommendations (including preliminary ARS curve using Caltrans ARS Online tool); Conditions/Constraints on New Bridge Foundations; Preliminary Foundation Recommendations; Site Map and Preliminary Seismic Data Sheet. The Preliminary Foundation Memorandum will be submitted electronically as a Portable Document Format (PDF) file.

Task 1.2.4 Deliverables

- *Right of Entry Letters*
- *USA North 811 utility marking*
- *Permit applications for encroachment, traffic control, and environmental health.*
- *Draft and Final Preliminary Foundation Memo, PDF*

Task 1.2.5: Bridge Hydraulic Studies

Data Review and Field Investigation: Consultant will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for TID Canal Lateral No. 3 and County records for the bridge site. Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Hydrologic and Hydraulic Analyses: Prepare a Bridge Design Hydraulic Study for the proposed Project. Hydraulic design standards, including freeboard, will comply with TID and Stanislaus County requirements. Coordinate with TID to determine design flows for Lateral No. 3. The project is not located within a FEMA Special Flood Hazard Area (SFHA). It is assumed irrigation flows obtained from TID will be used for the design flow in the existing and proposed condition hydraulic model. The hydraulic model in HEC-RAS will be developed using available as-built data for the existing bridge and drainage channel and surveyed cross sections. Design flows will be obtained from TID. The hydraulic model will be used to show the proposed bridge structure will result in no increase in water surface elevation from the existing condition. The Bridge Design Hydraulic Study will present the results of the hydraulic analysis, including any assumptions.

Scour Analysis: The subject reach of the TID Ceres Main Canal is a concrete lined channel. A scour evaluation and scour countermeasure design are not included in this scope of work.

Task 1.2.5 Deliverables

- *Draft and Final Bridge Hydraulic Summary Memo (PDF)*

Task 1.2.6: Storm Drainage Analysis

Storm Drainage Design: Prepare drainage calculations and provide drainage design as required for the proposed project. No existing drainage facilities are located within the vicinity of the proposed project; therefore, it is assumed the drainage patterns in the existing site will be maintained in the proposed conditions. It is assumed drainage retention will be provided a roadside swale with or without an underground perforated pipe. The retention facility will be required to store the design storm volume for a 24-hour 100-year storm event per Stanislaus County Standards and Specifications. Drainage retention facilities shall be designed so that a hydraulic grade line (HGL) extended from the drainage retention facility's highest water surface elevation (Z) shall be at least 6 inches below all tributary drainage inlets at their respective locations. The drainage retention facility shall be designed to empty a 10-year event within 48 hours by either providing positive drainage or by percolation. The percolation rate for the retention facility shall be based on the results of a soil's report investigation performed by a licensed geotechnical engineer.

The drainage retention facility will be included in the contract plans, specifications, and estimate.

Drainage Technical Memorandum: Prepare a drainage technical memorandum at the approximate 30% design level. The memo will include a watershed map, percolation test results performed by a licensed geotechnical engineer, and hydrologic and hydraulic calculations for any proposed drainage retention facilities per Stanislaus County Standards and Specifications, including hydrologic calculations for stormwater volumes and hydraulic calculations for HGL requirements and dewatering of the stormwater retention facility.

Task 1.2.6 Deliverables

- *Draft and Final Drainage Technical Memo (PDF)*
-

Task 1.2.7: Utility Coordination (Identification "A" Letter)

With County's assistance, develop facilities list and owner contact information. Prepare Utility "A" Letter request (identification, facility maps, and verification) to be sent to all utility owners believed to be within the Project's footprint. Information received from the utility companies will be incorporated into the base files and verified visually in the field. Identify known conflicts on the geometric approval drawings. An initial design inquiry for the project site with USA North/811 indicates the following registered utility owners:

- | | | |
|---------------------------------------|-------------------------------------|-------------------------------|
| • Charter Communications-Turlock | • Stanislaus County, Development | • Pacific Bell/AT&T |
| • City of Turlock, Municipal Services | Services | • PG&E Distribution-Modesto |
| | • Denair Community Service District | • Turlock Irrigation District |

Task 1.2.7 Deliverables

- *Utility Identification/Verification "A" Letters*

Task 1.3: Preliminary Engineering Design

Task 1.3.1: Project Plan Format and Standards

Coordinate with County to establish project plan sheet format for Title Sheet and general engineering plan sheets, including sheet size and margins, border layout and content, page number placement, and engineer's stamp placement. Establish standard will be used on all milestone submittals, as applicable.

Task 1.3.2: Project Constraints and Design Criteria Memo

Obtain and review available data related to the project site and conduct a site review to identify and document physical features and potential design and environmental constraints. Observations shall also be made with regard to approach alignments and lane widths, frequency of traffic, speed limits, adjacent land uses, and other readily apparent features that are deemed applicable to the design of the bridge project. Record field information using field notes and digital photos. Prepare a Constraints summary based on the results of the research and technical and engineering studies. The summary shall include environmental resources, property, utility, and alignment constraints.

Prepare a geometric design criteria (GDC) summary by reviewing AASHTO, County, and Caltrans highway design criteria and, in coordination with the County, develop acceptable roadway design criteria. The memo will focus on the twelve geometric

controlling criteria with a primary importance for safety in the selection of AASHTO design standards as designated by FHWA. The summary will incorporate design designation information, existing and forecast future year traffic counts from County, and other available data used to select the appropriate design criteria. The summary will consider planning efforts and HBP requirements.

The Constraints and GDC summaries will be compiled into the Project Constraints and Design Criteria (PCDC) Memorandum. The PCDC Memo will be used as the basis of alternative development, preliminary engineering, and final design.

Task 1.3.3: Geometric Plans for Project Alternatives

Develop up to 2 build alternatives based on the known constraints and design criteria. Develop project alternatives that include, but are not limited to, meeting the Purpose and Need of the project, corridor project limits, canal crossing feasibility, and utility conflicts. Prepare the Geometric Approval Drawings (GAD) for up to two (2) project alternatives. The GADs will include typical cross sections and horizontal and vertical alignments.

After resolution of public comments on the environmental document, the recommended alternative will be modified accordingly and finalized as the preferred alternative.

Task 1.3.4: Project Design and Type Selection Report

Complete Structure Type Selection in accordance with Caltrans Memo to Designers Section 1-29. Type selection will consider up to 3 structure types or staging plans. Review geotechnical investigation reports and foundation type recommendations. Prepare the General Plan drawings including plan, elevation, and typical section views.

After resolution comments on the draft Type Selection Report, the recommended alternative will be modified accordingly and finalized as the preferred alternative, and the Structure Type Selection will be finalized.

Prepare a preliminary project cost estimate utilizing the Caltrans "11-page" cost estimate form for up to three alternatives based on Caltrans Project Development Procedures Manual (PDPM) guidelines for Project Report cost estimates. The structure types will use General Plan Estimates.

Identify all non-standard design features based on HDM, AASHTO, and local agency standards. Facts Sheets will be prepared for exceptions for standards and will be included in the Type Selection Report.

Upon finalization of the compiled comments from the County on the draft environmental document, Consultant will finalize the Type Selection Report, and the final report with the preferred alternative will be submitted to the County.

Task 1.3 Deliverables

- *Title and Typical Plan Sheet Templates (PDF)*
- *Project Constraints and Design Criteria Memo (PDF)*
- *Geometric Approval Drawings and Bridge General Plans (PDF)*
- *Draft and Final Project Design Report (PDF)*

Task 1.4: Initial Outreach

Provide stakeholder contact and public notification services to educate the public on the importance of the project and provide status updates. No public meetings associated with the CE/CE environmental documents are required or included in the scope of services.

The preliminary outreach scope will introduce the project and team to the key stakeholders and larger community.

- Attend initial meeting with the County to develop and describe the overall engagement goals and approach.
- Develop a key stakeholders list with contact information.
- Develop a mailer to inform the community of the importance of the project and on the current condition of the bridge, including project timelines. Coordinate with the County to provide content for use on the County website and other digital communication channels. Project updates and other pertinent information will be sent to County public information staff.

Task 1.4 Deliverables

- *Outreach Plan*
- *Stakeholder Database with activity/involvement and quarterly updates*
- *Project Fact Sheet mailer*
- *Turn-Key maps, press releases, and graphic elements for the County to utilize on digital platforms.*

Task 1.5: Environmental Studies

Consultant will prepare the California Environmental Quality Act (CEQA) technical studies and documents to satisfy State environmental regulations for the proposed project. Based on knowledge of the project site and proposed improvements, Hazardous Materials are not expected to be encountered or disturbed by the project, and additional project actions are not included in our scope of services. Permanent conversion of Williamson Act farmland is not expected, and additional project actions are not included in our scope of services. As CEQA-Categorically Exempt, notification and consultation with Native American tribes pursuant to the requirements of AB 52 would not be required and is not included in our scope of services.

Technical Studies include a 2-week review period by the County.

Task 1.5.1: Project Constraints and Description

Attend the project kick-off meeting to initiate project activities. Provide information on the anticipated environmental constraints of the project alternatives considered and provide environmental expertise to help identify feasible project alternatives. Develop Project Description for use in the environmental clearance documents.

Task 1.5.2: Biological Resource Memorandum

To support the CEQA CE and to support CDFW's issuance of a 1602 permit for the project, complete a Biological Resources Memorandum by completing the following tasks:

Background Research and Biological Study Area Delineation: Review available data on biological resources recorded on and within the vicinity of the project area, including all plant and wildlife species with the potential to be in the area. This review will include conducting searches in databases such as the California Natural Diversity Database (CNDDB), National Wetlands Inventory, and the California Native Plant Society. Additionally, a list of threatened and endangered species with the potential to be within the project area will be requested from the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS). Work with the project team to delineate an appropriate Biological Study Area (BSA) that will cover the direct and indirect impact area for the project, including temporary construction areas, and create a BSA map to be used for the biological analysis.

Field Surveys: Systematically survey the BSA for plant and wildlife species, their signs, and/or potential habitat. Inventory botanical and wildlife resources observed in the BSA and identify and record existing vegetation communities in this area. Botanical surveys will be conducted during the appropriate blooming period for species with the potential to be in the project area (May/June), where feasible. The limits of potentially jurisdictional areas, including waters of the United States (U.S.) and waters of the state, will be identified based on the ordinary high water mark (OHWM) and edge of canal banks. The canal is regularly managed and operated by TID. Based on aerial investigations and local knowledge, the canal is a fully concrete lined feature that is not expected to support wetland vegetation. Project-level and protocol-level field surveys for special-status species are not expected and are therefore not included as part of this scope of work.

As part of the development of this scope of work, our team completed a preliminary CNDDB search for special-status species recorded within the vicinity of the project area (Ceres Quad and surrounding quads). The search identified multiple special status-species, including multiple federally and/or state threatened, endangered, or candidate species, that have been recorded within the search area, in addition to other special-status species. Because the project is in a heavily disturbed and managed agricultural area with marginal habitat potential, federal and/or state threatened, endangered, or candidate species are not expected, but there is potential for other special-status species. Confirm the existing habitat and potential for special-status species to be in the BSA during field surveys.

Biological Resource Memorandum: Following completion of the background research and field surveys, summarize the results of these studies into a brief Biological Resource Memorandum to support the CEQA CE and regulatory permitting. The memorandum will include a brief discussion of the existing biological resources in the BSA, applicable regulations, potential project impacts, and proposed avoidance and minimization measures to avoid minimize these impacts to the extent feasible.

Task 1.5.3: Cultural Resources-Historic Property Evaluation Report (Optional)

This task is considered Optional and is subject to a separate Notice to Proceed from the County.

If the bridge and/or canal are identified as, or "assumed for purposes of the project" to be, historic resources, then documentation related to Section 106 of the National Historic Preservation Act (Section 106) would be required to support U.S. Army Corps of Engineers' (USACE) issuance of a Section 404 Nationwide Permit. To identify if the bridge and/or canal would be considered historic resources, complete a records search request from the Central California Information Center to

identify if the canal and/or bridge have been previously evaluated as potential historic resources. If the canal and/or bridge have been previously evaluated and found not be eligible, then include this information in the environmental record compiled for the project, and no additional documentation would be required.

If the canal and/or bridge have not been previously evaluated, or if they've been previously evaluated and found to be historic resources, then additional documentation is required to support the CEQA CE, and to support USACE's issuance of a 404 permit for the project. To meet these requirements, complete a Historic Property Evaluation Report (HPER) for the project. This document is similar in nature to the Caltrans SER-Historic Resource Evaluation Report. The report will identify and describe any known or potential built environment historic properties/historical resources within the project site and the immediate vicinity and analyze the potential direct and indirect effects/impacts the project may have on any identified historic properties/historical resources. For the purposes of this proposal, we assume that one historic property/historical resource will be within the immediate project vicinity: the Turlock Irrigation District Water Conveyance historic district (district).

If the canal and/or bridge have not been previously evaluated, our approach will be to assume that the district, inclusive of the Upper Lateral Canal #3 and Quincy Road Bridge as contributing elements, is eligible for inclusion in the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR), due to the large size of the district and the relatively low potential to impact the district. This approach is based on existing record of previous evaluations of other segments of the canal which have indicated that it is a historical resource.

Complete the following tasks for the HPER:

- A. Review Existing Information – Conduct a 0.5-mile radius records search at the Central California Information Center (CCIC), Department of Anthropology, California State University Stanislaus in Turlock, California.
- B. Field Survey – Conduct field survey of the project site and immediate vicinity to photograph any known or potential historic properties/historical resources.
- C. Research – Conduct contextual research in order to summarize the history of the environmental setting and any known or potential historic properties/historical resources in the vicinity.
- D. Draft Report – Prepare and submit draft HPER to the design team. The report will include, but not necessarily be limited to:
 - a. An executive summary.
 - b. An explanation of the methodology and research techniques.
 - c. Area of Potential Effect (APE) map.
 - d. The criteria for determining historic significance and integrity under national, state, and local landmark and historic district programs.
 - e. A brief history of the project site and immediate vicinity.
 - f. A description of the project site and a summary of any known or potential historical resources therein.
 - g. A summary of any known or potential historical resources in the immediate vicinity of the project site.
 - h. Because eligibility will be assumed, two Department of Parks and Recreation (DPR) 523 A and B forms will be prepared, one for the canal segment and one for the bridge. The bridge will be evaluated as an individual historic property/historical resource and as a contributor to the district.
 - i. The impact the project may have on any identified historic properties/historical resources will be analyzed. If the project may have an impact on historic properties/historical resources, GPA will work with the design team to modify the project to avoid such an effect/impact. Avoidance and minimization measures will be recommended, if necessary.
- E. Final Report – Revise draft HPER based upon up to two rounds of comments: one from the design team and one from County.

This scope of work includes completion of a records search for known archaeological resources, and does not include preparation of an archaeological report.

Task 1.5 Deliverables

- *Environmental Constraints Summary*
- *Environmental Project Description*
- *Biological Study Area Map*
- *Draft and Final APE Map (PDF)*
- *Draft and Final Archaeological Survey Report (PDF)*

- *Draft and Final Biological Resource Memo (PDF)*
- *Draft and Final Historic Property Evaluation Report (PDF)*

Task 1.6: CEQA Environmental Documents

Task 1.6.1: CEQA Categorical Exemption (CEQA CE)

Our scope assumes that the project would qualify as Categorically Exempt (CE) from CEQA under Section 15302, which includes replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced. To support the evaluation for a CEQA-CE, complete preliminary database searches for key environmental topic areas, including archaeological resources and hazardous materials to confirm that no known resources are present in the project area. Prepare a Notice of Exemption (NOE) for the project and provide it to the County for their use in filing the NOE with the County Clerk's office. All fees associated with filing of the CEQA CE and applications for regulatory permits will be paid by the County.

Task 1.6 Deliverables

- *Caltrans CE/CE Form and CE Checklist, if required (PDF)*
- *Notice of Exemption (PDF)*

Task 1.7: 30% Design Plans & Estimate

It is estimated that the 30% Plans and Estimate will include the following plans sheets:

| Sheet Title | Anticipated # of Sheets |
|--------------------------------|-------------------------|
| Title Sheet | 1 |
| Typical Cross Sections | 1 |
| Project Controls | 1 |
| Layout and Profile | 1 |
| General Plan | 1 |
| Foundation Plan, if applicable | 1 |
| Total Sheet Count: | 6 |

Develop the 30% level civil design plans based on the preferred alternative. Plans will include right-of-way boundary information. Plans will include utility information for identifying known conflicts between the proposed project improvements and anticipated construction activities and the known utilities.

Develop the 30% level structure design plans based on the preferred alternative.

Prepare construction cost estimate, including all the major cost components for the preferred alternative based on the 30% plans. The unit prices for each item will be based on the Caltrans Cost Database and recent related projects, accounting for the cost fluctuations due to Project location and quantity. The structure cost will include a General Plan estimate identifying all anticipated bid items. The civil cost will be based on the details included on the plans when available and will include items from the planning level estimate when no details are available.

30% Plans and Estimate will be submitted for County review and Comments. Prepare and submit a Response to Comments describing the corrective actions or resolution measures taken prior to initiating 60% level engineering.

Task 1.7 Deliverables

- *30% Plans (11"x17" (3), 24"x36" (1) and PDF)*
- *Response to Comments (PDF, XLS)*
- *30% Engineer's Estimate (Hard copies (3), PDF)*

FINAL DESIGN, PERMITTING, & CONSTRUCTION

Phase 2 will complete the technical engineering design, including final geotechnical recommendations and drainage design, resulting in a final set of plans, specifications, estimate, and environmental permitting to be used for advertisement and bidding. This phase is concluded by the construction of the replacement structure with roadway approaches and preparation of "as-built" drawings.

Task 2.1: PM - Final Design

After the Environmental Document has been approved, initiate Final Design activities.

Task 2.1.1: PDT, Coordination

Consultant will organize, conduct, and document up to 5 PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas, action item tracking, schedule updates, and meeting notes.

Task 2.1.2: Project Controls

Consultant will provide overall project management services that will include assigning and monitoring delivery tasks, preparing monthly invoices and progress reports, tracking task budgets and project critical path method schedule, and coordinating with County staff.

Consultant will continue a quality assurance/quality control program for this project. Quality Control and Quality Assurance Reviews will be conducted on deliverables prior to submittal to the County. Quality Control Review checklists and logs will be maintained internally throughout the project delivery process.

Task 2.1 Deliverables

- Monthly invoices and progress reports
- Meeting agenda and notes
- CPM project schedule and quarterly updates

Task 2.2: Final Utility Coordination (Conflicts, Liabilities, ROI, NTO, UA, Resolution)

Based on responses received from the "A" Letters and the preferred project alternative, utility information will be added to be base map. Pothole potential impacted facilities to positively identify horizontal and vertical location. Pothole data will be included in the project plans. Prepare and send utility "B" Letters with 60% project plans or highlighted conflict map to notify owners of potential conflicts and request claims of liability. If necessary, prepare Record of Investigation (ROI) and Utility Agreement (UA) to document the County's liability for utility relocation costs for necessary utility relocations where owners provided prior rights documentation. Coordinate with owners to develop relocation plans/conflict resolution. Prepare and send "C" Letter Notice to Owner (NTO) letters with final project plans to owners to notify need of relocation due to construction and to confirm relocations have occurred and no conflicts exist.

Task 2.2 Deliverables

- Potholing and Data Table
- Report of Investigation
- Conflict Resolution and Claim of Liability "B" Letters
- Utility Agreement
- Notice to Owner for Relocation "C" Letters

Task 2.3: Right-of-Way (Easements & Acquisitions)

Task 2.3.1: Right of Way and Easement Maps

After resolution of County comments on the 60% design milestone and the project footprint is finalized, prepare a Right-of-Way Requirements Map based on identified right-of-way requirements. The Right-of-Way Requirements Map shall define all property acquisition required. It appears that a total of three properties may be affected based on a review of the Stanislaus County Assessor's Maps. Prepare an Easement Requirements Map based on identified easement requirements. The Easement Requirements Map shall define all easement acquisitions required. Prepare appropriate right-of-way and easement Legal Descriptions and Exhibits for five (5) locations. Provide construction staking of easements for property owners review.

Task 2.3.2: Plats and Legal Descriptions

Prepare Legal Descriptions and Plats for three permanent Right-of-Way dedications or temporary construction easement locations (total three Legal Descriptions and Plats). Prepare Legal Descriptions and Plats for temporary staging area and disposal area for excess soil generated by project construction (two Legal Descriptions and Plats).

The County will be responsible for payment of all associated fees, including application and processing fees or charges and County map checking and recording fees.

Task 2.3.3: Valuation, Negotiation, Acquisition - Waiver Valuation

A formal acquisition process (by close of escrow or by condemnation) is not included in this scope of services. Appraisal, appraisal review, and if necessary, relocation assistance is subject to an amended scope of work and approved budget.

This scope addresses acquisitions and easements as a single transaction for each affected parcel. The transaction will establish the roadway right-of-way and associated easements within the project limits, exclusive of any right-of-way required for Task 2.6.4: Taylor Road Pavement Resurfacing (Optional).

Provide up to three non-complex acquisition using primary approach of Waiver Valuation. Based on this assumption, the scope of work is limited to the single-agent approach to acquisition, preparing Waiver Valuations in lieu of appraisals. Waiver Valuations are completed in accordance with the Caltrans Right of Way Manual, Section 7.02.13.00, utilizing the Waiver Valuation Form RW 7-15. Formal services for appraisal, appraisal review, and acquisition have been included as an optional service subject to an amended scope of work and approved budget.

- Provide property owner with a Notice of Decision to Inspect. Upon County approval, the notice will be finalized, signed by the County, and sent with all the required maps and enclosures by Consultant on County letterhead.
- Estimate the cost for potential partial fee simple acquisitions/easements from three subject properties.
- Deliver cost estimates in a Memorandum or Waiver Valuation format.
- Maintain acquisition file. All acquisition documents to receive County written approval as to form prior to use in the field.
- Negotiate to acquire a partial acquisition from three subject properties. It is assumed that there will be negotiations with up to three property owners and no lessees.
- If agreement with owner cannot be reached, advise the County that negotiations have reached an impasse.
- If settlement with owner is reached pursuant to the County-approved cost estimate or County-approved administrative settlement, prepare a Memorandum of Settlement for transmittal to County. If an administrative settlement appears to be prudent, prepare a settlement discussion memorandum reviewing the issues. This memorandum will require County written approval before implementation of any settlement agreement.

This scope assumes the following:

- The acquisition is of limited complexity for three (3) parcels.
- Acquisition will be valued under \$10,000 per parcel.
- The cost of the acquisition and easement will be paid by the County.
- The project will not impact buildings or result in real estate damages.
- Relocation assistance services will not be required.
- Subject to an amended scope of work and approved budget, AR/WS will be available to provide Waiver Valuations for additional parcels.
- Estimate (Waiver Valuation) will address the proposed acquisition as if free and clear of hazardous materials and with marketable title.
- Waiver Valuation is not an appraisal. It utilizes resources and information available in the market, including sales data, listings, field inspections, Assessor's information and other public records.

Task 2.3.4: Appraisal, Negotiation, Acquisition, Certification – Formal (Optional, Fee not Included)

This task is considered Optional and is subject to a separate Notice to Proceed from the County.

For acquisition values over \$10,000, a formal acquisition process (by close of escrow or by condemnation) will be completed. Due to the uncertain nature of the right-of-way transactions requiring the formal acquisition process, this task is subject to an amended scope of work and approved budget to provide appraisal, appraisal review, negotiation/acquisition service, and if necessary, relocation assistance.

Task 2.3 Deliverables

- *Right of Way Requirement Map (PDF)*
- *Easement Requirement Map (PDF)*
- *Plats and Legal Descriptions, total 5 (PDF)*
- *Waiver Valuations, up to total 3*
- *Memorandum of Settlement, per parcel*

Task 2.4: Final Engineering Studies

Task 2.4.1: Final Geotechnical Investigations

Permits, Site Marking, Notifications: Test borings will be drilled at/near the proposed abutments (with consideration of possible access restrictions from overhead utility lines) within County and/or TID right-of-way. Obtain a County encroachment permit and County boring permit. It is assumed that the County will waive the encroachment permit fees and bond requirements. No other permits are expected to be required for this project. Consultant will provide Evidence of Liability Insurance in the amount of \$1,000,000. Consultant will obtain Right of Entry and provide notifications under a separate task. Prior to commencement of field exploration, mark the boring locations and notify Underground Service Alert (USA) for location of underground utilities. Field explorations will be coordinated with County personnel in accordance with permit requirements, as necessary.

Subsurface Exploration: Drill and log one logged and sampled geotechnical test boring at one abutment supplemented by an auger-identification, selectively sampled test boring at the other abutment to help characterize subsurface foundation conditions for new bridge foundation elements. The sampled test boring will be drilled to depths of 70 to 80 feet below ground surface in consideration of deep foundation support. The auger-identification boring will be drilled to sufficient depths to identify/correlate competent bearing materials in the sampled boring. Exploration and testing in evaluation of approach roadway subgrade conditions will include a collecting a bulk soil sample representative of anticipated subgrade soils at each approach.

Soil samples will be recovered at 3 to 5-ft intervals in the sampled test boring. Bulk soil samples will also be recovered for laboratory testing/reference and to address approach roadway improvements. Drill cuttings will be drummed and removed from the site. The samples will be stored at the drillers yard until testing can be completed, and then the cutting will be disposed of at a Recology facility or similar landfill facility. The borings are planned to be drilled with a truck or track-mounted rig. The southern boring is planned to be drilled off the existing shoulder and warning signs with traffic cones (without flaggers) are expected to provide adequate traffic control. The northern boring is planned to be drilled within the roadway to avoid overhead utilities and a lane closure with flaggers is expected.

Percolation Testing: Excavate and perform two to three percolation rate tests to a maximum depth of 5 feet below existing grade. These tests will likely be completed along the shoulder of Taylor Road and Quincy Road to better define the onsite soil percolation rates.

An engineer or geologist will perform the percolation rate tests in the field. To determine percolation rates for the disposal area we will use the falling head method. In general, the tests consist of the following:

- Drill a 4 to 6-inch diameter hole to test depth.
- Place a two-inch layer of fine gravel at the bottom of the hole, and set an observation pipe. Secure the perforated pipe with gravel to prevent movement during testing.
- Saturate the bottom of the hole with water a minimum of 12 inches of water.
- After 12 to 24 hours begin measuring water level drops from a fixed reference point.

Percolation rates are considered stable after four consecutive readings show a consistent water level drop rate.

Evaluation, Analysis, and Reporting: Engineering evaluation and analysis to provide geotechnical recommendations in the Foundation Report is expected to include: bearing capacity; lateral capacity; site seismicity including, deterministic and probabilistic procedures consistent with current Caltrans Seismic Design Criteria and Caltrans ARS Online tool to determine the site acceleration response spectrum (ARS); lateral earth pressure and coefficient of friction to resist sliding; percolation test results; and soil corrosivity.

Draft Foundation Report: The geotechnical engineering report is prepared as outlined by the February 2017 Caltrans Foundation Reports for Bridges Manual. The draft report will include the following: site description; project description, field exploration summary; laboratory test summary; site geology and subsurface conditions, site seismic conditions and evaluation; liquefaction evaluation including seismically induced settlement; scour considerations (based on Hydraulics Report prepared by others); soil corrosion evaluation; conclusions and discussion regarding structure foundation conditions/constraints; foundation recommendations (i.e., type, elevation and allowable loading of new bridge foundation elements); approach roadway (fill, subgrade preparation and new pavement sections); construction considerations; location

map; acceleration response spectra (ARS) curve; Log of Test Borings drawing (suitable for inclusion with plans); percolation test results; and laboratory test results.

Final Foundation Report: Prepare the Final Foundation Report. Update report based on the bridge final design, dimensions, and details and the comments received on the Draft Foundation Report.

Task 2.4.1: Deliverables

- *Log of Test Borings (LOTB)*
- *Draft and Final Foundation Report, PDF*

Task 2.5: Final Outreach

Provide stakeholder contact and public notification services to educate the public on the project construction. No public meetings are included in the scope of services.

In advance of construction, news releases will be prepared and distributed to inform the public of construction activities, especially those activities affecting traffic.

- Develop a mailer to inform the community of the project construction, including timelines and alternative transportation routes. Coordinate with the County to provide content for use on the County website and other digital communication channels. Project updates and other pertinent information will be sent to County public information staff.

Task 2.5 Deliverables

- *Project Construction mailer*
- *Turn-Key maps, press releases, and graphic elements for the County to utilize on digital platforms.*

Task 2.6: Plans, Specifications, & Estimate

Final design activities will produce the plans, specifications, and estimates necessary to construct the bridge replacement project. The following final plan list is based on a single span, cast-in-place or precast slab bridge with approach roadway improvements along N Quincy Road and Taylor Road and limited TID canal reconstruction completed as a full closure of the crossing:

| Sheet Title | Anticipated # of Sheets |
|--|-------------------------|
| Title Sheet | 1 |
| Typical Cross Sections | 1 |
| Project Control | 1 |
| Layout Plan and Profile (incl. Drainage and Utilities) | 2 |
| Construction Details | 5 |
| Erosion Control & Quantities | 2 |
| Utility Plan | 1 |
| Traffic Handling, Detour, Details, QTYs | 5 |
| Signing and Striping Plan, QTYs | 2 |
| General Plan | 1 |
| Deck Contours | 1 |
| Foundation Plan | 1 |
| Abutment Layout | 1 |
| Abutment Details No. 1 | 1 |
| Typical Section | 1 |
| Girder Layout or Deck Reinforcement Details | 1 |
| Approach Slab & Drainage | 2 |
| Miscellaneous Details No. X | 2 |
| Log of Test Borings | 2 |
| Total Sheet Count: | 33 |

Task 2.6.1: 60% P&E and Bid Item List

Develop the 60% documents, which includes design, plan sheets, bid item list, construction cost estimate (Engineer's Estimate), and QA/QC documentation. The lead designer will be a registered professional engineer in the State of California. Design and plans will be sufficient to initiate right-of-way acquisition.

Task 2.6.1 Deliverables

- 60% Plans (11"x17" (3), 24"x36" (1) and PDF)
- 60% Bid Item List (Hard copy (3), PDF)
- 60% Construction Cost Estimate (Engineer's Estimate) (Hard copy (3), PDF file)

Task 2.6.2: 90% PS&E & Independent Check

Prior to initiating the 90% design efforts, a meeting or conference call will be held with the County after their review of the 60% Submittal to discuss comments and resolutions. All comments, responses, and resolutions will be logged in a matrix (spreadsheet or table). Resolutions will be incorporated as appropriate into the plans, specifications, and estimates.

An independent check of the structure design will be performed. Using 60% structure and roadway plans and the comments and responses, bridge engineers who are not involved in the design will perform a complete independent analysis of the structure design. The independent check evaluation will consider the structural details and constructability of the proposed design. The designer will meet with the checker to discuss and resolve all comments. Comments, resolution, and back check will be documented for Quality Control/Assurance and stored electronically in Wood Rodgers project files. The lead design and independent check engineers will be registered professional engineers in the State of California.

Develop the 90% complete documents, which includes design, independent check and constructability review, plans, special provisions, quantity calculations, construction cost estimate (Engineer's Estimate), Construction Working Day Schedule, and QA/QC documentation. Project technical specifications, including special provisions based on Caltrans Standard Special Provisions and County provided boilerplate specifications to be developed in Microsoft Word. The County will provide their boilerplate specifications for combination with the technical specifications for the 90% and 100% (final) submittals.

Task 2.6.2 Deliverables

- Comments and Response Matrix on 60% Submittal (PDF)
- 90% Plans (11"x17" (3), 24"x36" (1) and PDF)
- 90% Special Provisions, Track Changes (PDF)
- 90% Special Provisions, No Edits (Hard copy (3), PDF)
- 90% Construction Cost Estimate (Engineer's Estimate) (Hard copy (3), PDF)
- Construction Working Day Schedule (Hard copy (3), PDF)

Task 2.6.3: 100% Final PS&E

This task will provide the final complete documents for the bridge replacement consisting of any updates to the design, plans, technical special provisions, quantity calculations, and construction cost estimate.

Prior to initiating the 100% design efforts, a meeting or conference call will be held with the County after their review of the 90% Submittal to discuss comments and resolutions. All comments, responses, and resolutions will be logged in a matrix (spreadsheet or table). Resolutions will be incorporated as appropriate into the plans, specifications, and estimates.

The final plans, specifications, and estimate documents from this task will be used for the advertisement, bid, award, and construction phases of the project.

A Resident Engineer's (RE) Pending File will be provided in accordance with Caltrans OSFP guidelines, which includes designer notes to construction inspectors, 1"=4' deck contours (4-scale) sheet, foundation report, quantity calculations, roadway cross section, and other pertinent information to be used by the RE while administering the construction contract.

Task 2.6.3: Deliverables

- Comments and Response Matrix on 90% Submittal (PDF)
- 100% Plans (11"x17" (3), 24"x36" Stamped (1) and PDF)
- 100% Plans (24"x36" Stamped Mylar (1))
- 100% Final Special Provisions (Hard copy (3), PDF)
- 100% Construction Cost Estimate (Engineer's Estimate) (Hard copy (3), PDF)
- RE Pending File (Hard copy (1), PDF)
- Electronic CADD files, upon request

Task 2.6.4: Taylor Road Pavement Resurfacing (Optional)

This task is considered Optional and is subject to a separate Notice to Proceed from the County.

Develop the contract documents, including design, plan sheet(s), bid item list, special provisions, and construction cost estimate (Engineer's Estimate), related to the elements of work for resurfacing the segment of E Taylor Road between the eastern limits of the City of Turlock's repaving project and the western limits of the N Quincy bridge replacement project, approximately 850 feet. Additional topographic surveys, geotechnical investigation, and pavement recommendations are excluded and can be added through an amended scope of work and approved budget. Deliverables associated with this task will be incorporated into the deliverables specified for Tasks 2.6.1, 2.6.2, and 2.6.3.

Task 2.7: Permits, Licenses, Agreements, & Certifications (PLACs)

Upon complete of the 60% design milestone and County review, initiate coordination and applications to receive PLACs necessary for land access, temporary use, and project construction.

Task 2.7.1: Agencies & Owners

TID Consent to Common Use Agreement: Coordinate with TID and County to facilitate a Consent to Common Use Agreement (CCUA). The CCUA is needed, if the widened bridge structure extends beyond the existing road right of way into the TID canal right of way. In addition, the CCUA can also include access and use of TID right of way for temporary construction areas, as needed.

Task 2.7.2: Environmental Pre-Permit Coordination

Provide pre-permit coordination effort with USACE, USFWS, CDFW, and/or RWQCB to assess need for formal project permits, licenses, certifications, and permits (PLACs) for the proposed improvements and associated impacts upon sensitive resources.

Task 2.7.3: Environmental PLACs (Optional)

This task is considered Optional and is subject to a separate Notice to Proceed from the County.

USACE, CWA, Section 404 NWP-14: Section 404 of the Clean Water Act regulates, and authorizes the United States Army Corps of Engineers (USACE) to issue permits for the discharge of dredged or fill materials into waters of the U.S. The Upper Lateral Canal #3 has hydrologic connectivity with the San Joaquin River; therefore, the canal falls under the jurisdiction of the USACE as waters of the U.S. Because the project is expected to require work within the canal, the need for a Section 404 Permit is anticipated. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) is required for a project if it will impact wetlands, more than 0.10 acre of non-wetland waters of the U.S., federally-listed species, or a Section 106 historic resource. Because it is anticipated that the canal would need to be evaluated as an historic resource under Section 106, a PCN is anticipated to be required; therefore, prepare the PCN package for submittal to the USACE. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the USACE. Coordinate with the County and USACE as needed to obtain the 404 authorization.

RWQCB, CWA, Section 401 WQC: The Clean Water Act provides the Regional Water Quality Control Board (RWQCB) with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants impacting waters regulated under Section 404 to obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. The RWQCB typically takes jurisdiction over any surface or ground water in the state; therefore, the canal is also considered waters of the state. Prepare an application for a Section 401 Water Quality Certification for submittal to the Central Valley RWQCB. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the Central Valley RWQCB. Coordinate with the project team and Central Valley RWQCB as needed to obtain the 401 Certification.

CDFW, Section 1602 SAA: Section 1602 of the Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. The CDFW reviews the proposed actions and, if necessary, submits to

the applicant a proposal for measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Streambed Alteration Agreement.

Streams (and rivers) are defined by the presence of a channel bed and banks and at least an intermittent flow of water; therefore, the Upper Lateral Canal #3 is expected to fall under the jurisdiction of the CDFW. Prepare a Streambed Alteration Notification package for submittal to the CDFW. The notification will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the CDFW.

Task 2.8: Construction Services

Task 2.8.1: Bidding Support

Provide advertising and bidding assistance to the County. Bidding assistance services will include the following:

- Pre-Bid Meeting attendance (1 Meeting).
- Clarifications and answers to questions from prospective bidders.
- Preparation of bidding document addenda.

2.8.2 Construction Engineering Support

Provide engineering services during the construction phase of the project. These services will include:

- Preconstruction Meeting attendance (1 Meeting).
- Responses to Requests for Information (RFI) (Assume 5 Maximum).
- Assistance with preparation of Contract Change Orders (CCO) (Assume 2 Maximum).
- Review of submittals (Assume 3 Different Submittals Maximum).
- As-built drawing final processing and providing reproducible record drawings. This assumes complete, accurate, and legible red-marked construction plans are provided by the Resident Engineer upon completion of the project construction.

Task 2.8 Deliverables

- *Clarifications and Answers to Questions from Bidders (PDF)*
- *Bidding Addenda (PDF)*
- *Responses to RFI's (PDF)*
- *Assistance with CCO's (PDF)*
- *Review of Contractor Submittals (PDF)*
- *Inspection Notes from On-Site Retaining Wall Inspections (PDF)*
- *As-Built Drawings (24"x36" (1) and PDF)*

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. Notification of insurance cancellation to the County will be contractors' responsibility.

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.

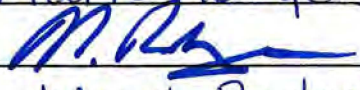
[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ 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: Maric Rodgers Date: _____

Signature:  Date: 06/17/19

Vendor Name: Wood Rodgers, Inc

For CEO-Risk Management Division use only

Exception: _____

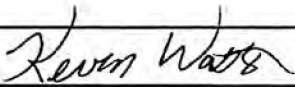
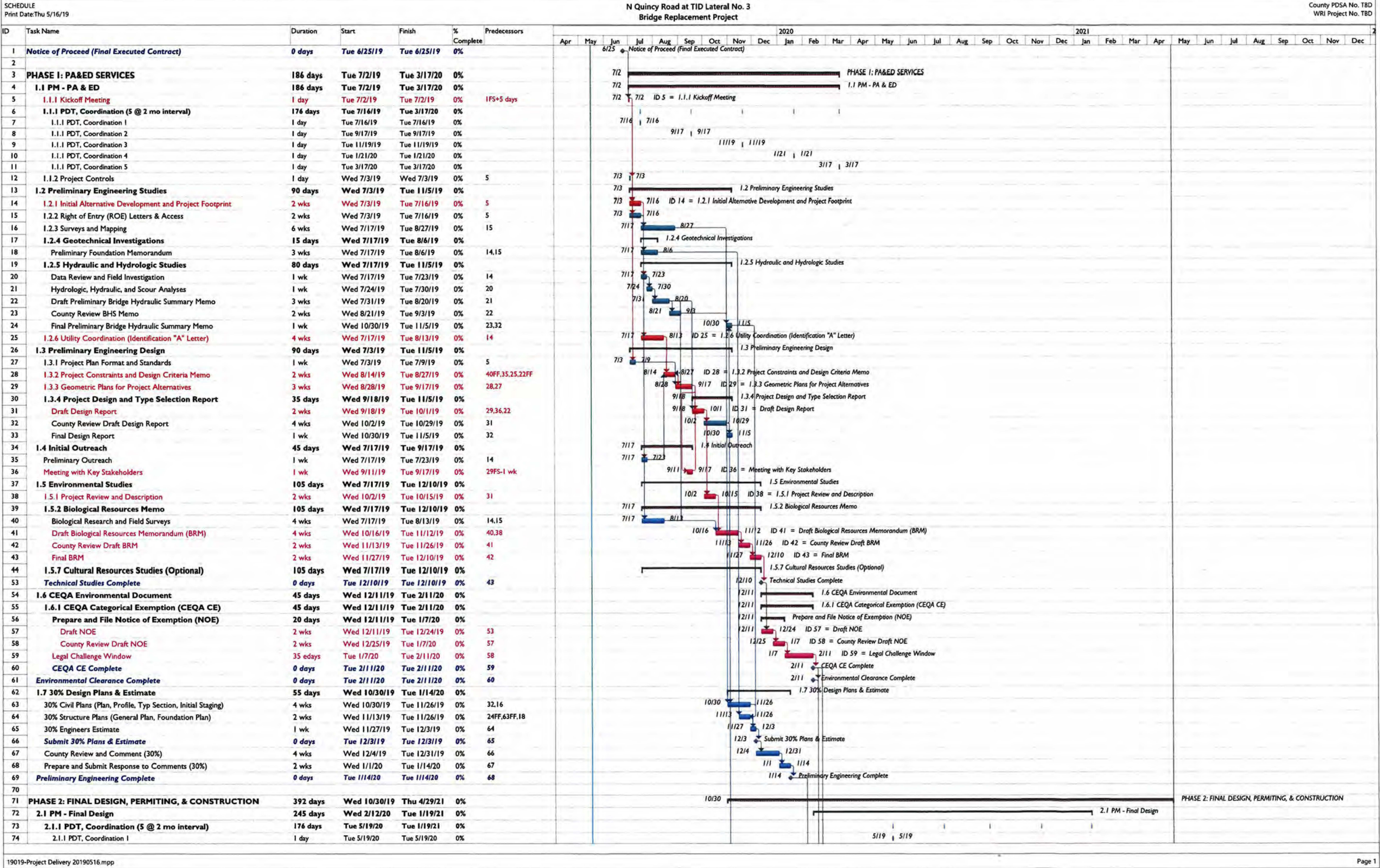
Approved by CEO-Risk Management Division:  Date: 6/10/2019

EXHIBIT C
PROJECT SCHEDULE



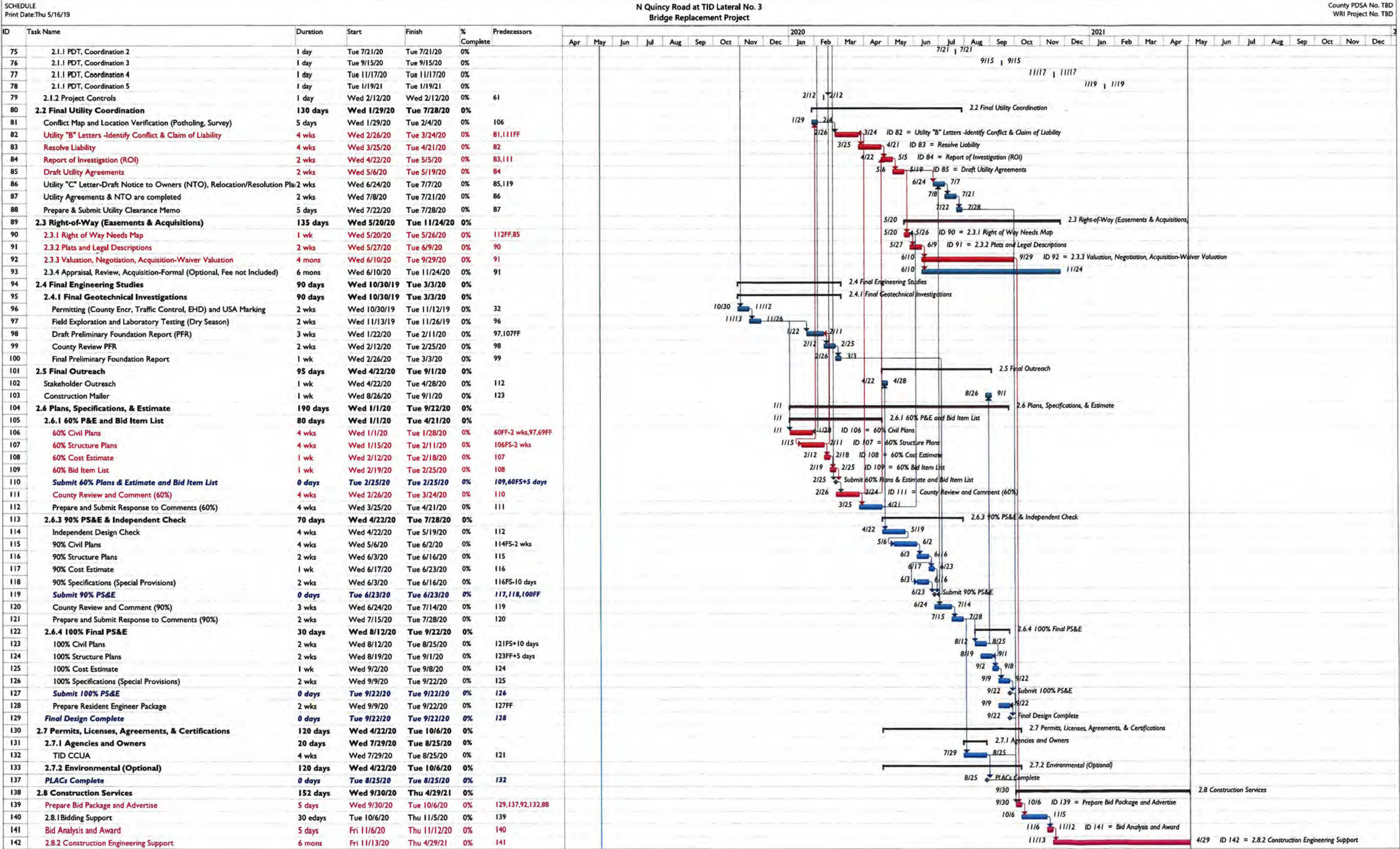


EXHIBIT D
FEE SCHEDULE

N Quincy Road at TID Lateral No. 3
Bridge Replacement Project
Fee Proposal



| Classification | Wood Rogers, Inc. | | | | NSE-Survey | | | | E&A Outreach | | | | GPA-Envir | | | | ARW/R/W | | | | PCMS-Outreach | | | | Total | | |
|---|-------------------|---------------|---------------|---------------|-------------|--------------|---------------|-------------|--------------|--------------|---------------|-------------|-------------|-------------------------------------|---------------|--------------|-------------|--------------|---------------|-------------|---------------|-------------------------------------|---------------|-------------|-------------------|-------------------|--------------|
| | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Total Labor Hours | Total Task Budget | |
| | Task | Rate | | | | | | | | | | | | | | | | | | | | | | | | | |
| PHASE 1 - PA&ED SERVICES | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Project Management-PA&ED | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1.1 PDT, Coordination | 37 | \$ 8,225.00 | \$ 556.80 | \$ 8,781.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 37 | \$ 8,781.80 |
| 1.1.2 Project Controls | 52 | \$ 10,180.00 | \$ - | \$ 10,180.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 52 | \$ 10,180.00 |
| Task 1.1 Total | 89 | \$ 18,405.00 | \$ 556.80 | \$ 18,961.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 89 | \$ 18,961.80 |
| 1.2 Preliminary Engineering Studies | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.2.1 Initial Alternative Development and Project Footprint | 28 | \$ 5,420.00 | \$ - | \$ 5,420.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 28 | \$ 5,420.00 |
| 1.2.2 Right of Entry (ROE) Letters and Access | 6 | \$ 920.00 | \$ - | \$ 920.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 6 | \$ 920.00 |
| 1.2.3 Surveys and Mapping | 10 | \$ 1,790.00 | \$ - | \$ 1,790.00 | 37 | \$ 5,420.95 | \$ 2,100.00 | \$ 7,520.95 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 47 | \$ 9,310.95 |
| 1.2.4 Geotechnical Investigations | 12 | \$ 2,550.00 | \$ - | \$ 2,550.00 | - | \$ - | \$ - | \$ - | 64 | \$ 8,891.80 | \$ 116.00 | \$ 9,007.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 76 | \$ 11,557.80 |
| 1.2.5 Bridge Hydraulic Studies | 76 | \$ 13,150.00 | \$ - | \$ 13,150.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 76 | \$ 13,150.00 |
| 1.2.6 Storm Drainage Analysis | 56 | \$ 9,500.00 | \$ - | \$ 9,500.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 56 | \$ 9,500.00 |
| 1.2.7 Utility Coordination (Identification "A" Letters) | 17 | \$ 2,865.00 | \$ - | \$ 2,865.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 17 | \$ 2,865.00 |
| Task 1.2 Total | 205 | \$ 36,195.00 | \$ - | \$ 36,195.00 | 37 | \$ 5,420.95 | \$ 2,100.00 | \$ 7,520.95 | 64 | \$ 8,891.80 | \$ 116.00 | \$ 9,007.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 306 | \$ 52,723.75 |
| 1.3 Preliminary Engineering Design | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.3.1 Project Plan Format and Standards | 11 | \$ 1,745.00 | \$ - | \$ 1,745.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 11 | \$ 1,745.00 |
| 1.3.2 Project Constraints and Design Criteria Memo | 17 | \$ 3,145.00 | \$ - | \$ 3,145.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 17 | \$ 3,145.00 |
| 1.3.3 Geometric Plans for Project Alternatives | 92 | \$ 15,300.00 | \$ - | \$ 15,300.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 92 | \$ 15,300.00 |
| 1.3.4 Project Design and Type Selection Report | 124 | \$ 22,820.00 | \$ - | \$ 22,820.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 124 | \$ 22,820.00 |
| Task 1.3 Total | 244 | \$ 43,010.00 | \$ - | \$ 43,010.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 244 | \$ 43,010.00 |
| 1.4 Initial Outreach | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Plan, Stakeholder Database, & Project Mailer | 40 | \$ 8,160.00 | \$ - | \$ 8,160.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 75 | \$ 8,507.73 | \$ 1,000.00 | \$ 9,507.73 | 115 | \$ 17,667.73 | |
| Task 1.4 Total | 40 | \$ 8,160.00 | \$ - | \$ 8,160.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 75 | \$ 8,507.73 | \$ 1,000.00 | \$ 9,507.73 | 115 | \$ 17,667.73 | |
| 1.5 Environmental Studies | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.5.1 Project Constraints and Description | 10 | \$ 2,030.00 | \$ - | \$ 2,030.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 30 | \$ 3,694.26 | \$ 251.25 | \$ 3,945.51 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 40 | \$ 5,975.51 |
| 1.5.2 Biological Resources Memo | 4 | \$ 830.00 | \$ - | \$ 830.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 88 | \$ 8,539.68 | \$ - | \$ 8,539.68 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 92 | \$ 9,369.68 |
| Task 1.5 Total | 14 | \$ 2,860.00 | \$ - | \$ 2,860.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 118 | \$ 12,233.94 | \$ 251.25 | \$ 12,485.19 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 132 | \$ 15,345.19 |
| 1.6 CEQA Environmental Document | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.6.1 CEQA Categorical Exemption (CEQA CE) | 5 | \$ 925.00 | \$ - | \$ 925.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 14 | \$ 1,020.72 | \$ - | \$ 1,020.72 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 19 | \$ 1,945.72 |
| Task 1.6 Total | 5 | \$ 925.00 | \$ - | \$ 925.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 14 | \$ 1,020.72 | \$ - | \$ 1,020.72 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 19 | \$ 1,945.72 |
| 1.7 30% Design Plans and Estimate | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 30% Civil Plans | 104 | \$ 15,680.00 | \$ - | \$ 15,680.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 104 | \$ 15,680.00 |
| 30% Structures Plans | 28 | \$ 4,700.00 | \$ - | \$ 4,700.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 28 | \$ 4,700.00 |
| 30% Engineers Estimate | 24 | \$ 4,420.00 | \$ - | \$ 4,420.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 24 | \$ 4,420.00 |
| Response to Comments on 30% P&E | 8 | \$ 1,540.00 | \$ - | \$ 1,540.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 8 | \$ 1,540.00 |
| Task 1.7 Total | 164 | \$ 26,340.00 | \$ - | \$ 26,340.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | 164 | \$ 26,340.00 |
| PHASE 1 TOTALS | 761 | \$ 135,895.00 | \$ 556.80 | \$ 136,451.80 | 37 | \$ 5,420.95 | \$ 2,100.00 | \$ 7,520.95 | 64 | \$ 8,891.80 | \$ 116.00 | \$ 9,007.80 | 132 | \$ 13,254.66 | \$ 251.25 | \$ 13,505.91 | - | \$ - | \$ - | \$ - | 75 | \$ 8,507.73 | \$ 1,000.00 | \$ 9,507.73 | 1,069 | \$ 175,994.19 | |
| DBE Comp--> | | | | | | | | | | | | | | \$ 13,254.66 \$ 251.25 \$ 13,505.91 | | | | DBE Comp--> | | | | \$ 8,507.73 \$ 1,000.00 \$ 9,507.73 | | | | \$ 23,013.64 | |

N Quincy Road at TID Lateral No. 3
Bridge Replacement Project
Fee Proposal



| Classification | Role | Wood Rodgers, Inc. | | | | NSE-Survey | | | | CAE-Geotech | | | | GPA-Envir | | | | ARIWS-R/W | | | | PCMS-Outreach | | | | Total | |
|--|--|--------------------|---------------|---------------|---------------|-------------|--------------|---------------|--------------|-------------|--------------|---------------|--------------|-------------|--------------|---------------|--------------|-------------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|-------------------|-------------------|
| | | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Labor Hours | Labor Budget | Misc Expenses | Task Budget | Total Labor Hours | Total Task Budget |
| PHASE 2 - FINAL DESIGN, PERMITTING, & CONSTRUCTION | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Project Management-Final Design | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.1.1 PDT, Coordination | 37 | \$ 8,225.00 | \$ 556.80 | \$ 8,781.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 37 | \$ 8,781.80 |
| | 2.1.2 Project Controls | 114 | \$ 21,960.00 | \$ - | \$ 21,960.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 114 | \$ 21,960.00 |
| | Task 2.1 Total | 151 | \$ 30,185.00 | \$ 556.80 | \$ 30,741.80 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 151 | \$ 30,741.80 |
| 2.2 Final Utility Coordination | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Conflict Map and Location Verification | 12 | \$ 2,220.00 | \$ 7,500.00 | \$ 9,720.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 12 | \$ 9,720.00 |
| | B-C Letters, ROI, NTO, UA, Relocation | 60 | \$ 11,020.00 | \$ - | \$ 11,020.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 60 | \$ 11,020.00 |
| | Task 2.2 Total | 72 | \$ 13,240.00 | \$ 7,500.00 | \$ 20,740.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 72 | \$ 20,740.00 |
| 2.3 Right-of-Way (Easements & Acquisitions) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.3.1 Right of Way & Easement Maps | 14 | \$ 2,710.00 | \$ - | \$ 2,710.00 | 9 | \$ 1,099.99 | \$ - | \$ 1,099.99 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 23 | \$ 3,809.99 |
| | 2.3.2 Plats and Legal Descriptions | 4 | \$ 680.00 | \$ - | \$ 680.00 | 54 | \$ 6,793.42 | \$ - | \$ 6,793.42 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 58 | \$ 7,473.42 |
| | 2.3.3 Valuation, Negotiations, Acquisitions - Waiver Valuation | 8 | \$ 1,660.00 | \$ - | \$ 1,660.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 110 | \$ 13,580.00 | \$ - | \$ 13,580.00 | - | \$ - | \$ - | \$ - | 118 | \$ 15,240.00 |
| | Task 2.3 Total | 26 | \$ 5,050.00 | \$ - | \$ 5,050.00 | 63 | \$ 7,893.41 | \$ - | \$ 7,893.41 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 110 | \$ 13,580.00 | \$ - | \$ 13,580.00 | - | \$ - | \$ - | \$ - | 199 | \$ 26,523.41 |
| 2.4 Final Engineering Studies | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.4.1 Final Geotechnical Investigation | 8 | \$ 1,720.00 | \$ - | \$ 1,720.00 | - | \$ - | \$ - | \$ - | 190 | \$ 22,955.46 | \$ 11,548.00 | \$ 34,503.46 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 198 | \$ 36,223.46 |
| | Task 2.4 Total | 8 | \$ 1,720.00 | \$ - | \$ 1,720.00 | - | \$ - | \$ - | \$ - | 190 | \$ 22,955.46 | \$ 11,548.00 | \$ 34,503.46 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 198 | \$ 36,223.46 |
| 2.5 Final Outreach | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Stakeholder Update and Construction Mailer | 24 | \$ 5,040.00 | \$ - | \$ 5,040.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 19 | \$ 2,335.41 | \$ 1,000.00 | \$ 3,335.41 | 43 | \$ 8,375.41 |
| | Task 2.5 Total | 24 | \$ 5,040.00 | \$ - | \$ 5,040.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 19 | \$ 2,335.41 | \$ 1,000.00 | \$ 3,335.41 | 43 | \$ 8,375.41 |
| 2.6 Plans, Specifications, & Estimate | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.6.1 60% P&E and Bid Items List | 544 | \$ 85,500.00 | \$ - | \$ 85,500.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 544 | \$ 85,500.00 |
| | 2.6.2 90% PS&E & Independent Check | 564 | \$ 94,100.00 | \$ - | \$ 94,100.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 564 | \$ 94,100.00 |
| | 2.6.3 100% Final PS&E | 186 | \$ 30,930.00 | \$ - | \$ 30,930.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 186 | \$ 30,930.00 |
| | Task 2.6 Total | 1,294 | \$ 210,530.00 | \$ - | \$ 210,530.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 1,294 | \$ 210,530.00 |
| 2.7 Permits, Licenses, Agreements & Certifications | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.7.1 Agencies & Owners | 16 | \$ 3,500.00 | \$ - | \$ 3,500.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 16 | \$ 3,500.00 |
| | 2.7.2 Environmental Pre-Permit Coordination | 6 | \$ 1,320.00 | \$ - | \$ 1,320.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 15 | \$ 1,847.13 | \$ - | \$ 1,847.13 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 21 | \$ 3,167.13 |
| | Task 2.7 Total | 22 | \$ 4,820.00 | \$ - | \$ 4,820.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 15 | \$ 1,847.13 | \$ - | \$ 1,847.13 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 37 | \$ 6,667.13 |
| 2.8 Construction Support | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2.8.1 Bidding Support | 14 | \$ 2,890.00 | \$ - | \$ 2,890.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 14 | \$ 2,890.00 |
| | 2.8.2 Construction Engineering Support | 64 | \$ 11,160.00 | \$ - | \$ 11,160.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 64 | \$ 11,160.00 |
| | Task 2.8 Total | 78 | \$ 14,050.00 | \$ - | \$ 14,050.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 78 | \$ 14,050.00 |
| PHASE 2 TOTALS | | 1,675 | \$ 284,635.00 | \$ 8,056.80 | \$ 292,691.80 | 63 | \$ 7,893.41 | \$ - | \$ 7,893.41 | 190 | \$ 22,955.46 | \$ 11,548.00 | \$ 34,503.46 | 15 | \$ 1,847.13 | \$ - | \$ 1,847.13 | 110 | \$ 13,580.00 | \$ - | \$ 13,580.00 | 19 | \$ 2,335.41 | \$ 1,000.00 | \$ 3,335.41 | 2,072 | \$ 353,851.21 |
| Total Base Contract Budget (By Firm) | | 2,436 | \$ 420,580.00 | \$ 8,613.60 | \$ 429,193.60 | 100 | \$ 13,314.36 | \$ 2,100.00 | \$ 15,414.36 | 254 | \$ 31,847.26 | \$ 11,644.00 | \$ 43,491.26 | 147 | \$ 15,101.79 | \$ 251.25 | \$ 15,353.04 | 110 | \$ 13,580.00 | \$ - | \$ 13,580.00 | 94 | \$ 10,843.14 | \$ 2,000.00 | \$ 12,843.14 | 3,141 | \$ 529,845.40 |
| % Total Base Contract Budget (By Firm) | | | | 31.0% | | | 2.9% | | | | 8.7% | | | | 2.9% | | | | 2.6% | | | 2.4% | | | 100.0% | | |

DBE FEE: \$ 15,101.79 \$ 251.25 \$ 15,353.04 \$ 10,843.14 \$ 2,000.00 \$ 12,843.14 \$ 28,196.18
Overall Expected DBE % = 5.3%
BASE CONTRACT VALUE = \$ 529,900

| | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|----|-------------|------|-------------|---|------|------|------|-------------|------|------|------|-------------|--------------|-------------|--------------|-------------|------|------|------|---|------|------|------|-----|--------------|
| OPTIONAL TASKS | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.5.3 Cultural Resources-HPER (Optional) | | 4 | \$ 830.00 | \$ - | \$ 830.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 150 | \$ 16,506.34 | \$ 850.00 | \$ 17,356.34 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 154 | \$ 18,186.34 |
| 2.3.4 Appraisal, Negotiations, Acquisition, Certification (Optional, Fee Not Included) | | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - |
| 2.6.4 Taylor Road Pavement Resurfacing (Optional) | | 36 | \$ 6,020.00 | \$ - | \$ 6,020.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 36 | \$ 6,020.00 |
| 2.7.3 Environmental PLACs (Optional) | | 8 | \$ 1,750.00 | \$ - | \$ 1,750.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 167 | \$ 15,265.41 | \$ 251.25 | \$ 15,516.66 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 175 | \$ 17,266.66 |
| OPTIONAL TASK TOTALS | | 48 | \$ 8,600.00 | \$ - | \$ 8,600.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 317 | \$ 31,771.75 | \$ 1,101.25 | \$ 32,873.00 | - | \$ - | \$ - | \$ - | - | \$ - | \$ - | \$ - | 365 | \$ 41,473.00 |
| DBE Comp--> | | | | | | | | | | DBE Comp--> | | | | DBE Comp--> | \$ 31,771.75 | \$ 1,101.25 | \$ 32,873.00 | DBE Comp--> | | | | | | | | | \$ 32,873.00 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------|-------|---------------|-------------|---------------|-----|--------------|-------------|--------------|-----|--------------|--------------|--------------|-----|--------------|-------------|--------------|-----|--------------|------|--------------|------|--------------|-------------|--------------|-------|---------------|
| Total Budget (By Firm) | 2,484 | \$ 429,130.00 | \$ 8,613.60 | \$ 437,743.60 | 100 | \$ 13,314.36 | \$ 2,100.00 | \$ 15,414.36 | 254 | \$ 11,847.26 | \$ 11,644.00 | \$ 43,491.26 | 464 | \$ 46,873.54 | \$ 1,352.50 | \$ 48,226.04 | 110 | \$ 13,580.00 | \$ - | \$ 13,580.00 | 94 | \$ 10,843.14 | \$ 2,000.00 | \$ 12,843.14 | 3,506 | \$ 571,318.40 |
| % Total Budget (By Firm) | | | 76.0% | | | 2.7% | | | | 7.6% | | | | 8.4% | | | | 2.4% | | | 2.2% | | | 100.0% | | |

DBE FEE: \$ 46,873.54 \$ 1,352.50 \$ 48,226.04 \$ 10,843.14 \$ 2,000.00 \$ 12,843.14 \$ 61,069.18
Overall Expected DBE % = 10.7%
TOTAL CONTRACT VALUE = \$ 571,400