

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

DEPT: Public Works

BOARD AGENDA:6.C.2
AGENDA DATE: July 28, 2020

SUBJECT:

Approval of an Agreement for Construction Management Services with HDR
Construction Control Corporation of Omaha, Nebraska, for the Crows Landing Road
Bridge over San Joaquin River Project

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2020-0388

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Berryhill, DeMartini and Chairwoman Olsen
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

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

MOTION:

ATTEST: Elizabeth A. King
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.2
AGENDA DATE: July 28, 2020

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval of an Agreement for Construction Management Services with HDR Construction Control Corporation of Omaha, Nebraska, for the Crows Landing Road Bridge over San Joaquin River Project

STAFF RECOMMENDATION:

1. Approve an Agreement for Construction Management Services with HDR Construction Control Corporation of Omaha, Nebraska, for the Crows Landing Road Bridge over San Joaquin River Project.
2. Authorize the Director of Public Works to execute a contract with HDR Construction Control Corporation in the amount of \$2,159,560.85 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 Department of Public Works proposes to replace the existing bridge on Crows Landing Road over the San Joaquin River. This bridge was built in 1949 and consists of a steel stringer and steel plate girder superstructure on reinforced concrete pier walls and reinforced concrete pile bents with reinforced concrete winged abutments. The entire bridge span is approximately 670 linear feet in length and the Average Daily Traffic (ADT) volume is approximately 6,700 vehicles per day. Per the latest Caltrans bridge report issued in October 2019 and Federal Highway Administration's (FHWA) 1995 Coding Guide, this bridge has been determined to be vulnerable to damage if there is a significant flood event on the San Joaquin River. The bridge is also on the Local Seismic Safety Retrofit Program list due to seismic deficiencies and is listed as functionally obsolete. The proposed replacement bridge will improve safety and capacity within this segment of Crows Landing Road. The purpose of this project is to remove the existing structurally deficient bridge and replace it with a new bridge designed to current structural and geometric standards, while minimizing adverse impacts to the San Joaquin River and the surrounding riparian area.

On March 16, 2018, Public Works staff advertised for a Request for Proposals (RFP) for construction management services for this bridge project.

On April 13, 2018, three proposals were submitted to the County. Since the type of work requested by staff is professional services, the selection of the consultant must be based on the most qualified for the specified scope of work. When firms submitted their proposal package, their qualifications and approach to the work is provided separately from the cost fee. The cost fee is in a separate sealed envelope and is not included in the qualifications' rankings. Firms that submitted proposals for this project include:

- HDR Construction Control Corporation
- Drake Haglan & Associates
- VSCE, Inc.

The criteria used to evaluate each proposal included:

- 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
- Demonstrated technical ability

After the selection committee completed their individual reviews and ranking of the proposals, the committee conducted interviews with each firm. The committee then determined a final ranking of each firm based on the combined individual reviews and ranking of the proposals and interviews. The committee determined HDR Construction Control Corporation as the top ranked firm most qualified for this project to provide the required scope of services. All proposals were ranked and the complete ranking (highest to lowest) was:

1. HDR Construction Control Corporation
2. Drake Haglan & Associates
3. VSCE, Inc.

After successfully negotiating costs with HDR Construction Control Corporation, staff submitted the proposal package, with costs included, to Caltrans as required for federally funded bridge projects. This is required for any Architectural and Engineering (A&E) contract greater than \$150,000. This process is referred to by Caltrans as an "A&E Consultant Audit and Review Process" and can take up to three months or longer to process, depending on Caltrans' schedule and the consultant's firm (and subconsultants) ability to provide any requested additional information. For this project, the consultant cleared the audit and on May 5, 2020 County staff received notification from Caltrans that the review was complete.

Public Works staff recommends approving a contract in the amount of \$2,159,560.85, with HDR Construction Control Corporation of Omaha, Nebraska, as the most qualified firm based on the results of the evaluation criteria, scope of services to be provided, and the recommendation of the selection committee.

The project is scheduled to begin no later than Fall 2020 and is expected to be completed by Fall 2023.

POLICY ISSUE:

County policy requires Board of Supervisors' approval of contracts that exceed \$200,000.

FISCAL IMPACT:

Total cost for consultant construction management services for this project is \$2,159,560.85. These services are funded with Highway Bridge Program (HBP) funds (88.53%) and Road Maintenance and Rehabilitation Account (RMRA) funds (11.47%) as part of the Local Match. Funding is included in the Fiscal Year 2020-2021 Proposed Final Public Works Road Projects Budget.

Funding Sources:

| | |
|---|-----------------------|
| HBP – Federal (88.53%) | \$1,911,859.22 |
| PFF - Local Match (11.47%) | \$ 247,701.63 |
| Total Cost of Recommended Action (100%): | \$2,159,560.85 |

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 structurally deficient bridge that allows a major arterial road to connect two rural communities.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

ATTACHMENT(S):

1. Construction Management Services-HDR Agreement

COUNTY OF STANISLAUS

Professional Design Services Agreement

THIS AGREEMENT is made and entered into on this 28th day of July 2020, by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and HDR Construction Control Corporation, hereinafter referred to as "CONSULTANT".

Project Information

Name: Crows Landing Road over San Joaquin River
Bridge Replacement - Bridge No. 38C-0010
New Bridge No. JSC-0339

Federal Aid Number: STPLZ-5938(076)

County Contract Number: 9589

Consultant's Compensation: \$2,159,560.85

Estimated Start & End Dates: July 28, 2020 to December 31, 2023

Scope of Services

Construction management services.

Contract Provisions

Section 1: Caltrans Mandatory Fiscal and Federal Provisions

Section 2: Stanislaus County Provisions

Exhibit A: Scope of Services

Exhibit B: Insurance Requirements

Exhibit C: Fee Schedule

Exhibit D: Project Schedule

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SECTION 1

CALTRANS MANDATORY FISCAL & FEDERAL PROVISIONS

Article IV Performance Period

A. This contract shall go into effect on **July 28, 2020**, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on **December 31, 2023**, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

Article V Allowable Costs and Payments

A. The method of payment for this contract will be based on actual cost plus a fixed fee. LOCAL AGENCY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds LOCAL AGENCY's approved overhead rate set forth in the Cost Proposal. In the event, that LOCAL AGENCY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by LOCAL AGENCY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.

B. In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of **\$2,159,560.85**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee

will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.

G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billed. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

**Mark Hamblin, Senior Civil Engineer
Stanislaus County Public Works, 1716 Morgan Road, Modesto CA 95358**

H. The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$2,159,560.85**.

I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

Article VI Termination

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination,

unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is **Two Million One Hundred Fifty-Nine Thousand Five Hundred Sixty and 85/100 Dollars (\$2,159,560.85)**.

Article VII Cost Principles and Administrative Requirements

A. 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 cost allowability of individual items.

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

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

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

Article VIII Retention of Records

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Article IX Audit Review Procedures

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

Article X Subcontracting

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY 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 LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract

shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

Article XI Equipment Purchase

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

Article XII State Prevailing Wage Rates

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

Article XIII Conflict of Interest

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. 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 contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

Article XIV Rebates, Kickbacks or Other Unlawful Consideration

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall

have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expenditure Local Agency, State, or Federal Funds for Lobbying

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of 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 Contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative Contract.

2. 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 Contract; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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.

C. 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.

Article XVI Statement of Compliance

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program

requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the 5 applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full.

Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Contract.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Contract shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Contract covers a program whose goal is employment.

Article XVII Debarment and Suspension Certifications

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government

wide Debarment and Suspension (nonprocurement)", 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 within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

SECTION 2 STANISLAUS COUNTY PROVISIONS

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 Expendng 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 unless agreed to by both Parties upon a good showing by the Consultant for the necessity of any adjustment. Consultant's compensation under this Agreement shall in no case exceed **Two Million One Hundred Fifty-Nine Thousand Five Hundred Sixty Dollars 85/100 (\$2,159,560.85)** during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

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

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

3.4 Method of Billing: Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar

month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

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

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

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

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

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

4.0 TIME OF PERFORMANCE

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

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

4.3 Completion of Agreement: This Agreement shall be completed no later than **December 31, 2023**, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

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

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

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

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times

during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7.0 INDEMNIFICATION

7.1 Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

7.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code.

7.3 Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

7.4 Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8.0 GENERAL PROVISIONS

8.1 Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

8.2 Representatives: The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Project Managers: County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

8.4 Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Thor Larsen
- b. Lead/Manager: n/a

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

8.6 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by

personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Mark Hamblin, P.E.
 Stanislaus County Public Works
 1716 Morgan Road
 Modesto, CA 95358

If to Consultant: Thor Larsen, P.E.
 HDR Construction Control Corporation
 2365 Iron Point Road, Suite 300
 Folsom, CA 95630

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

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

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

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; and,
4. Section 2 - Stanislaus County Provisions shall prevail over Section 1 - Caltrans Mandatory Fiscal & Federal Provisions

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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this 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

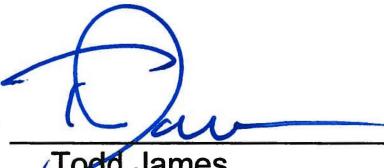
HDR CONSTRUCTION CONTROL
CORPORATION

By: 

Jason Tom
President

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 

Todd James
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

Scope of Work

Task 1 – Preconstruction Services *(NOT IN THIS CONTRACT)*

HDR will initiate a preconstruction meeting with the Resident Engineer and the NV5 design engineer. The goal of the meeting is to have a complete understanding of the project, roles, and responsibilities, in order for HDR to perform construction management and inspection services to deliver the Crows Landing Road Bridge project on time and on budget.

Task 1.1 – Quality Assurance Review

HDR will perform quality assurance reviews of the 60%, 90% and 100% PS&E packages, including constructability reviews, during the preliminary engineering phase of the project. Our first quality assurance review will be completed within four weeks of the Notice to Proceed (NTP) to HDR, and our comments will address the status of the contract documents available at that time.

HDR has already begun our constructability review and have highlighted key items and/or project management concerns below and throughout our proposal. During our constructability review, we will continue to review the project's construction documents, which include a construction schedule, project plans and specifications, geotech reports, permits, utility agreements, the design engineer's estimate, and items in the Resident Engineer's (County Project Manager's) files (including meeting minutes, memos or other correspondence of the project, traffic studies, etc.).

We also welcome the opportunity to attend the project development meetings (PDT) prior to advertisement of the project. Our review will include a check for:

- Document completeness;
- Compatibility between documents (specifications match with plan sheets and standard specifications, or permits etc.);
- Actual conditions reflected accurately in plans, based upon a site visit and photo-documentation;
- Bid Item Schedule suitable for measurement and for tracking/reporting costs by funding sources, where needed;
- Overall coherency and constructability;
- A value engineering review of the plans to assure an economical and efficient construction;
- Comparison of design PDT recommendations to the plans and specs;
- Identification of possible construction claims;
- Construction staging, and traffic flow considerations or ambiguities;
- Safety; and

- Creation of a project schedule including an estimate of working days.

HDR will summarize our findings in a constructability review matrix for all issues and observations, listing location and issue as well as our recommendations, along with "red-line" marked ups of the plans and specifications, as needed. We will be available to meet with the County and Design Team to discuss our comments and clarify issues, if required.

Task 1.2 – Bid Document Review

HDR will review the final contract plans, specifications, permits, agreements, easements, environmental documents, design engineer memos to the Resident Engineer (County PM), and technical reports and studies. We will verify that all requirements, identified in these documents, are reflected in the Bid Documents so as to minimize the risk of changes during construction and to avoid violations of any terms included in a permit or easement agreement. This review will also provide the HDR Team with a better understanding of the project requirements and of any critical issues that must be identified and monitored during construction.

Task 1.3 – Project Schedule Preparation

Utilizing computerized scheduling software, HDR will develop and expand upon the project schedule included in this proposal. Besides construction activities, the schedule will include all preconstruction and construction utility relocations and notification timelines for all permits, easements, and contract documents. Permit and easement expiration milestones will be shown so that extensions can be requested by the County if progress is impacted to the point that affected work will not be completed within the originally anticipated time frame. The project schedule will reflect the NOAA permit work window of June 1st through October 15th, when work within the live channel can be performed. Upon receipt of an acceptable schedule from the contractor, we will update our "Master Schedule" to incorporate the information. Where appropriate, we will require the contractor to add activities for any remaining utility relocations and notification milestones for permits and easements.

Task 1.4 – Traffic Management Plan Analysis

HDR will review the detour and traffic management plan requirements, in the plans and specifications, to verify that they comply with requirements of permits, agreements and environmental mitigation commitments. We will verify local school bus requirements for stops at the Sportsmen's Club and Catfish Camp to determine what, if any, measures will

(NOT IN THIS CONTRACT)

be required to maintain access for the bus and to ensure the safety of the children. For the purpose of evaluating the need for special requirements in the traffic management plan, HDR will inquire about special events that increase traffic to and through the work site, agricultural season increases in traffic, and operational requirements of the nearby dairy and other facilities. We will confirm that the traffic management plan considers and make provisions for emergency response vehicles. When reasonable and appropriate, HDR will propose revisions to phasing, detour plans, and/or traffic management plan. HDR will verify that all agencies and parties have approved the final traffic management plan, is so required by permits or other agreements.

Task 1.8 – Gathering Design and Construction Phase Information

HDR will review these files (design engineer memos, technical reports, & technical studies) to gain a familiarity with the development of the project design. This task will be performed in conjunction with reviews performed under and development of comments to be provided as part of Task 1.1 and Task 1.2.

Task 1.9 – Preconstruction Schedule Review

Upon receipt of the contractor's schedule, HDR will evaluate, and discuss with the County Project Manager (PM), the schedule's workability or suggest changes that might improve the schedule. We will highlight 3rd-party work/actions that will impact the contractor's schedule if not completed on time, so that the County can be proactive in approaching the 3rd-parties, emphasizing the importance of completing their work in a timely manner. Options, in the event there is a delay outside the control of the contractor and the County, will be discussed with the County PM.

Task 1.10 – Project Development Team

Meeting Attendance

HDR will attend appropriate Project Development Team (PDT) meetings to discuss design features during the preconstruction phase, meet key staff, and review contract administration procedures. This will allow us to develop a complete understanding of the project, the roles, and the responsibilities. We will attend the first PDT meeting occurring after receiving the NTP from the County. This "behind the scenes" involvement will allow HDR to better perform the construction management and inspection services to deliver the Crows Landing Road Bridge over the San Joaquin River project on time and on budget.

Task 1.8 – Dispute Resolution Provisions

HDR will review any materials related to dispute resolution, including methodologies, policies and procedures employed by contractors and owners. Where the information is available, we will review Caltrans' dispute resolution experience on similar bridge projects. Based on these reviews, and upon HDR's experience and expertise in dispute resolution, we will be prepared to assist the County PM, if necessary, by discussing options and/or providing recommendations for specifications or legal counsel from whom a second opinion could be obtained.

Task 1.10 – Preconstruction Conference

HDR will coordinate and host a preconstruction conference with the key stakeholders including the contractor, County staff, the HDR CM Team, the designer, permit agencies, interested County staff, utility staff, and others. The ultimate goal of this meeting will be to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project. This includes discussing environmental permit milestones and the overall construction schedule. The permit and utility meetings may be separate meetings to focus specifically on those aspects of the project, before the work permitting and utility phases begin.

Task 1.10 – Public Outreach

During preconstruction activities, HDR's in-house Strategic Communications & Public Involvement team will work as an extension of Stanislaus County DPW staff to proactively inform, educate and engage the directly impacted property/business owners as well as the larger community and traveling public regarding upcoming construction activities. As the County's contractor comes on board, the following communications activities/tools will be established:

Contact Database (Up to 1,200 contacts) – Development of an inclusive contact database will be the first step in effectively communicating with the local and regional audiences both via hard mailings and email blasts. The contact database will include a blend of regional and local stakeholders with property owners and occupants.

Project-Specific Website – HDR will develop a project-specific website that will act as the main source of information for the public. The website will have its own identifiable URL for easy recognition and navigation by the public and also be linked from the County's website. The website will be updated as needed with key milestones related to construction activities as well as information related to traffic alerts,

Task 1.1.4 – American Badger Surveys and Avoidance

Per MM BIO-16 and MM BIO-17, qualified HDR biologists will conduct preconstruction surveys in and adjacent to the construction footprint to document presence/absence of potential American badger den sites. The survey will serve to identify potential dens that are inside the construction footprint and would need to have measures such as installation of one-way doors to exclude badgers from dens that are in direct conflict **(NOT IN THIS CONTRACT)** that are within 100' of the construction footprint. Measures will be established around them during construction.

Installation of exclusionary measures and subsequent demolition of den sites needs to occur between July 2nd, 2018 and February 14th, 2019. As a result, it is recommended that these surveys be completed immediately after project initiation on July 1st, 2018 so that exclusionary activities can occur prior to initiation of construction in April 2019 to minimize the potential for schedule delays due to the presence of active den sites in the construction footprint.

the contractor, the permit agencies, the utility companies, the public, other parties and the HDR team, including materials testing and construction staking provided by HDR. Coordination methods will include phone calls, emails, letters and meetings, as appropriate. The project schedule will be used to assist with the coordination. We will keep the design team copied on pertinent correspondence throughout the life of the project.

Progress Meetings – HDR will hold weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. The meetings will include discussions of work progress, safety issues, RFIs, changes, quality issues, and coordination issues. We will keep minutes of the meetings, assign action items/responsibilities and document project trends.

Labor Compliance Reviews – HDR staff will perform periodic interviews of workmen and document the information on forms provided by the State Department of Industrial Relations. If it is apparent that the contractor is not complying with contract requirements related to prevailing wages or other labor compliance provisions, HDR will prepare correspondence to the contractor, requesting that the contractor take appropriate actions and provide a response with an explanation and remedy.

Document Control – When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork — to inform, to change, to expedite, and to provide a permanent record. HDR will serve as the focal point responsible for the coordination of the required documents. All contract files will be maintained in accordance with Caltrans Local Assistance Procedures as outlined in both the Construction Local Assistance Procedures Manual and the Caltrans Construction Manual. HDR will use either the Virtual Project Manager (VPM) or Procore to administer the contract, as required by the County.

Task 2.2 – Schedule Management, Progress Meetings, and Reports

Schedule Management – The HDR team will review both the construction baseline schedule and monthly schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the Logic Network and the activity input durations and relationships for reasonableness of the sequence and the duration of the activities. Should the progress, as compared to the planned schedule, slip, HDR will formally notify the contractor of schedule slippage. HDR will

Task 2 – Construction Management Services During Construction

Task 2.0 – Mobilization

HDR will coordinate with the contractor for the proper set up and organization of the HDR Team's field office, as to be provided by the construction contractor. During our preconstruction phase review of the contract documents, HDR will verify that the field office specifications are suitable for the HDR Team's needs and planned operations, including requirements for a conference room for meetings. We will verify that the specifications reflect the most current and appropriate technology for communications and high speed internet service at the office to facilitate efficient communications between HDR and the contractor, the County and the design team. HDR will expedite a review of the contractor's submittal for the field office so that it can be installed as soon as possible after NTP is given to the contractor. In the submittal review and during installation, we will verify that the office facility complies with the specification requirements, including applicable ADA and safety regulations.

Task 2.1 - Project Coordination and Correspondence

Interaction with Resident Engineer (County PM), Designer, Permit Agencies, Utility Companies, and Other Parties
– Our Resident Engineer will serve as the primary contact to the County Project Manager for coordination among

schedule changes and progress. Inquiries or comments that come through the website will be routed and recorded on the comments matrix that will be generated and maintained for the information hotline.

Property/Business Owner & Stakeholder Coordination – Understanding that construction impacts will vary and impact the local property owners and community in different ways, it is imperative the County reach as many community members as possible using existing and trusted community organizations. Communications and property owner coordination will commence during the constructability review to identify and address potential issues/concerns prior to the start of construction setting the stage for a smooth construction phase. The outreach program will include direct engagement of area property owners with Len Beystrum acting as the community liaison onsite. In addition, HDR will identify local and regional stakeholder organizations and advocates to partner with to share information.

PreConstruction Notices (Fact Sheet/FAQ/ Construction Kick-off Mailer) – Creative and concise project-related materials will be developed during pre-construction. A general fact sheet will be produced to provide project background, benefits, timeline and a vicinity map of all the work that will occur. In order to provide more detailed information on access, staging, impacts, construction hours, etc. for the project, "What to Expect During Construction" Frequently Asked Questions (FAQ) documents will also be produced and distributed as applicable during prior to the start of construction.

In addition, a newsletter template will be established for monthly electronic distribution to highlight work that has been accomplished and what to expect in the coming month. This form of communication has proven to be very successful and appreciated by both agency representatives and their constituents. For the first edition only, HDR recommends the newsletter gets electronically emailed to the stakeholder database as well as mailed to the property owner/occupant database to serve as a construction kick-off notice and promotion of the online public open house.

Media Relations Support – HDR will provide support when needed to ensure that key-information related to construction activities is communicated to County Public Information staff for release to the local media. To help promote the project, online preconstruction open house and ground breaking, HDR recommends creation and distribution of one press release to local media outlets. All media releases will also be posted to the website.

Groundbreaking Ceremony – To commemorate the start of the project, HDR will work closely with the County to plan and implement a Groundbreaking Ceremony that will include and highlight all project partners. This task will include creation of an invitation, program, logistics management, materials and promotion.

Task 1.11 – Preconstruction Environmental Services (Optional)

There are a number of environmental services related to the Mitigation Measures (MM) that are to be conducted prior to construction period. HDR's environmental staff can perform these optional services if requested by the county. These services are not included in our current costs.

Task 1.11.1 – Sensitive Resources Mapping

Per MM BIO-1 of the environmental document, HDR biologists will conduct a survey to identify sensitive biological resources adjacent to the construction areas, including access and staging areas. The location and extent of these resources will be mapped using a sub-meter accurate GPS unit, and these spatial data will be provided to the project team for incorporation into the design plans as "environmentally sensitive areas".

Task 1.11.2 – Cliff Swallow Avoidance

Per MM BIO-12, qualified HDR biologists will inspect the underside of the bridge during the non-nesting season (September 1st through January 31st) for the presence of inactive swallow nests. The results of this survey will be communicated to the project team and if abandoned nests are present, HDR biologists will coordinate with the contractor to remove the nests and install exclusionary devices prior to the onset of nesting season.

Task 1.11.3 – Bat Surveys and Avoidance

Per MM BIO-13 and MM BIO-14, qualified HDR biologists will conduct two emergence surveys between April and mid-July. Given the project schedule anticipates construction to begin April 1st, 2019, it is recommended that these surveys be conducted immediately after project initiation on July 1st, 2018 so that surveys can be completed within the appropriate survey window and prior to construction to avoid potential schedule delays.

The results of this survey will be communicated to the project team and if bats are observed using tree cavities or the bridge for roosting, HDR biologists will coordinate with the contractor to install exclusionary devices in August 2018.

also confirm that the contractor updates of the construction schedule incorporate actual progress, weather delays, and change order impacts. Key schedule items include submittals, utility relocation work, and the Bridge working window. When needed, HDR will negotiate time extensions due to change orders, weather, and other delays to protect the County's best interest. We will provide the County Project Manager with regular updates of the schedule status and identify any issues of concern for discussion between the parties.

Progress Meetings – HDR will hold monthly meetings with the contractor to specifically discuss scheduling to facilitate the contractor's update and HDR's review of the update. In the meetings, the contractor will identify work completed in the past month and activities planned for the upcoming month.

Project Report – A monthly status report will be prepared and submitted to the County Project Manager. The report will include: (1) schedule progress to date; (2) status of submittals and change orders; (3) potential claims; and (4) progress pay estimates.

Task 2.3 – Payment Recommendations

Schedule of Values – At the beginning of the contract, HDR will review the contractor's initial bid item schedule of values for reasonableness and ease of monitoring and measuring progress. HDR will review the contractor's breakdown of costs for any lump sum bid items for reasonableness. The agreed upon breakdowns will be used to measure progress for payment for those lump sum bid items.

Payment Quantity Reviews – HDR will perform independent quantity calculations for contract item work completed and due on a monthly basis. This will be compared to any progress payment requests provided by the Contractor, to ensure we are paying the proper amount each month. Any differences between the two estimates will be evaluated and resolved.

Monthly Progress Payment Processing – HDR will prepare the monthly progress payment spreadsheet showing quantities completed and amounts to be paid for the month. The spreadsheet will show the cumulative totals for each bid item and the total payment. Progress can be measured on the basis of the progress payment for comparison to progress reflected in the monthly schedule update. The monthly progress payment spreadsheet will be forwarded to the County Project Manager for payment approval and processing.

Task 2.4 – Requests for Information (RFIs) and Material Submittals

Requests for Information (RFIs) – HDR will manage contractor-requested design clarifications during construction.

The status of RFIs will be accounted for in our RFI log. HDR will respond to RFIs related to construction issues and transmit design-related RFIs to the designer and copy the County's Project Manager. If necessary, we will conduct meetings with the contractor and other parties to discuss and resolve requests for information. RFI responses will be presented in writing to the contractor by HDR.

Material Submittals – Contract provisions identify specific items to be provided by the contractor which are subject to review. HDR will establish a list of required submittals, including materials to be installed, and shop fabrication plans. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt, and monitored to assure timely response. HDR will then review these submittals. HDR will coordinate with the project designer for submittals that need their input, such as girder shop drawings. HDR will coordinate the reviews to ensure consistency and completeness.

Task 2.5 – Contract Change Orders (CCOs)

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Our review of CCOs will include:

- Keep the County informed on status of all CCOs;
- Maintain a log of proposed CCOs, indicating action dates and status;
- Identify source of potential CCO (owner-directed, unforeseen site conditions, etc.);
- Determine if the condition is actually a changed condition and document if valid;
- Coordinate with the Resident Engineer and the design team regarding impacts to the design;
- Independently evaluate cost and schedule impacts of CCO, and document findings;
- Determine if extra working days are warranted due to schedule critical path impacts;
- Evaluate contractor's CCO cost estimate and schedule impacts and negotiate as necessary;
- Prepare CCO documentation for Resident Engineer and contractor signatures;
- Prepare and incorporate the CCO into the progress payment breakdown;
- Perform claims administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status.

Task 2.6 – Construction Observation / Inspection Services

Our Resident Engineer, Structures Representative, and inspectors will develop Daily Inspection Diaries for documentation of the project for extra work billings, contract disputes, differing site conditions, and "Record Drawings". Our inspection services will:

- Provide day-to-day written inspection reports on all work performed by the contractor;
- Document work performed, manpower, and extra work through daily diaries;
- Schedule quality assurance material testing with BSK and coordinate corrective measures as required for failing materials;
- Identify any potential flaws in the constructed product and provide feedback on proposed remedial action from the contractor;
- Perform quantity calculations based on completed work for Progress Payments;
- Take and organize progress photos of the work and field conditions;
- Prepare punch list and update "Record Drawings" as the work progresses;
- Monitor traffic detours/lane closures and verify that they are opened in a timely manner;
- Schedule construction staking with Morton and Pitalo.

Task 2.7 - Claims Management

As the Resident Engineer, Len, with the assistance of the office engineer, will be responsible for evaluating, logging, and preparing documents and supporting evidence for all claims during the construction period. If a claim is submitted, the County Resident Engineer (County PM) will be notified immediately. Each claim and supporting documents will be assembled into a report and submitted to the Resident Engineer for their review and use. HDR will work toward a timely resolution of the claim with the contractor whenever possible. Status of any outstanding claims will be included with the weekly report. We will be available to provide additional support if further actions are required after the contract is complete. Claims resolution work, if any, is typically handled in the post-construction phase, and will be performed by HDR as an extra work item due to the indeterminate amount of time and effort required.

Task 2.8 – Record Drawings

The Resident Engineer will verify, on a month basis, that the contractor is maintaining up-to-date marked up set of the contract drawings. The Resident Engineer will maintain

our own independent set of record drawings to confirm the Contractor's drawings are accurate. Updates will reflect RFIs, change orders, potholing information, utility relocations, and information for existing site conditions that are discovered to differ from details shown on the drawings. This is also addressed in Post Construction Services.

Task 3 – Public Outreach

During construction, the Public Outreach program will continue to include consistent and clear communications delivered through ongoing stakeholder coordination and the use of online tools to broaden the reach. This includes maintenance of the project's contact database and webpage as well as the information hotline. The Public Outreach program, complimented by strong construction management, will allow Stanislaus County to maintain and build stronger relationships with constituents while delivering a brand new bridge.

Throughout construction, the following activities/tools will also be implemented:

Ongoing Stakeholder Coordination – Continued communications with stakeholders and the general public through each of the construction stages will help alleviate potential issues and incidence responses. HDR will continue to partner with key local and regional stakeholder organizations and advocates to share project information. Examples of coordination and communication activities include:

- Preparation of key email blasts
- Project promotion and construction updates (in organization publications and through organization social media accounts such as posting and/or sharing)
- Addition of project website link or graphic on organization websites
- Presentations to established organization members
- Distribution of construction-related materials to organization members

Information Hotline Management / Comments Matrix – An information hotline will be established for the project and monitored daily throughout construction. The information hotline will include updated scripts for the caller to learn directly about work activities. Calls will be recorded and responded to within 24 hours of receipt with the exception of those received over the weekend. In addition, a comments matrix will be developed to record all comments and responses received.

Construction Notices (Monthly e-Newsletter / Construction Alerts) – Once construction begins, HDR will work closely with the Resident Engineer and Construction Management team to identify communications opportunities and the

appropriate tools to utilize as work progresses through stages. Depending on the activity, HDR may chose to use a traffic alert, door hanger, flyer/letter, etc., to distribute in-person, via e-blast and on the website. In addition, the e-Newsletters would continue to be electronically sent each month to the entire stakeholder database.

Media Relations Support – During construction, HDR will continue to provide support to the County's Public Information staff to promote to the local media key milestones such as traffic switches, alerts or other staging information and project completion.

Grand Opening Ceremony – At the conclusion of construction, HDR will work closely with the County to plan and implement a grand opening ceremony to celebrate the new bridge. The event will allow County Staff and elected officials the opportunity to share project success and thank the community for their patience during construction. The onsite event will be promoted to the surrounding community for participation.

Groundbreaking Ceremony – To commemorate the start of the project, HDR will work closely with the County to plan and implement a Groundbreaking Ceremony that will include and highlight all project partners. This task will include creation of an invitation, program, logistics management, materials and promotion. We anticipate the Groundbreaking Ceremony ceremony will occur after the Notice to Proceed has been given to the contractor.

Task 4 – Traffic Management Coordination

The Resident Engineer, when reviewing the contractor's baseline submittal, will verify that the schedule complies with the staging and traffic management plans. If any conflicts, the issues will be discussed with the contractor to eliminate the conflicts. If the contractor wishes to propose an alternative, details will be discussed with the County Project Manager and design engineer to determine if it is feasible and complies with all requirements to maintain safe travel and access through and around the work areas.

Throughout the construction phase of the project, the Resident Engineer will review the traffic management plan and staging plans for potential conflict with adjacent or nearby projects that are under construction or are planned to start. The traffic management plans and schedules of the other projects will be reviewed with the contractor and County Project Manager to develop alternatives to minimize temporary impacts to traffic during construction of the other projects and the Crows Landing Bridge replacement project.

The Resident Engineer will hold a traffic control meeting with the contractor, the County, and the outreach team prior to implementation of each Motorist Information Plan for detours and Traffic Handing Plan for stage construction. Additional meetings will be held for contractor developed traffic control plans for specific items of work such as final lift paving and construction of driveways to adjacent properties and levee roads. The meetings will discuss traffic control implementation with an emphasis on public safety, minimizing traffic impacts, and conveying effective motorist public outreach. HDR will confirm that all traffic control plans conform to the California Manual of Uniform Traffic Control Devices. The HDR Team will periodically check detours and traffic control measures to verify proper placement and effectiveness of the installations to manage traffic through and around the work areas. If an approved traffic control plan creates conditions that affect safety or cause unreasonable impacts to traffic flow, the Resident Engineer will ask the Contractor to immediately review the situation and propose revisions to the plan.

Task 5 – Environmental Coordination

Len will initiation a preconstruction meeting with the HDR environmental team, the resident engineer, BaseCamp Environmental, and the design engineer to formalize all parties knowledge/awareness of the conditions of the permits. This will initiate good, early dialogue between the actual field representatives whom will be working on and reviewing the construction project.

Jelica Arsenijevic, HDR's environmental coordinator will take the lead for the environmental documentation of the specific mitigation measures to avoid and minimize impacts to biological resources. Items that Jelica will manage include:

Task 5.1 – Services Prior to Construction

Task 5.1.1 – Western Pond Turtle Surveys

Per MM BIO-7, qualified HDR biologists will conduct two preconstruction surveys to document presence/absence of turtles within the construction work area; one survey will occur one week prior to construction start and the second survey will occur within 48 hours of construction start. If turtles are observed, an authorized HDR biologist will relocate the individuals outside the construction area to suitable aquatic habitats.

Task 5.1.2 – Swainson's Hawk Surveys

Per MM BIO-8, a qualified HDR biologist will conduct two surveys to document the location of active Swainson's Hawk

nests within 0.5 mile of the construction area. Both surveys will occur during the nesting season (Feb 1st – Aug 31st), with one survey performed between March 1st and June 1st, one week prior to construction start.

Task 5.1.3 – Migratory Bird and Raptor Surveys

Per MM BIO 9, qualified HDR biologists will conduct two separate surveys for both migratory birds and raptors, for a total of four survey days. Migratory bird surveys will cover all construction, staging, and access areas plus suitable habitats immediate adjacent. The first migratory bird survey will be completed within 30 days of construction start, and the second survey will be completed within a week of start. Raptor surveys will cover the construction, staging, and access areas plus a 500 foot buffer and will occur between March 1st and June 1st, with one survey completed within a week of construction start.

Task 5.1.4 – Burrowing Owl Surveys

Per MM BIO-10, qualified HDR biologist will conduct preconstruction surveys for burrowing owls in accordance with CDFW guidelines. These guidelines require four survey visits, with one between February 15th and April 15th and three survey visits, at least three weeks apart, between April 15th and July 15th with at least one visit after June 15th. Given the project schedule anticipates construction to begin April 1st, 2019, it is recommended that one survey be conducted immediately after project initiation on July 1sr, 2018 to comply with the CDFW requirement for one survey after June 15th.

Task 5.1.5 – Fish Rescue and Relocation

Per MM BIO 21 to 22, HDR will provide qualified fisheries biologists to assist with avoidance and conservation measures for special-status fish species, including Central Valley steelhead, Chinook salmon, and green sturgeon. The width of the river channel at Crows Landing Bridge in conjunction with the length of river upstream and downstream of the bridge will likely require an intensive fish relocation effort. The process would begin with office based research focused on identifying species of special concern that could possibly be encountered. This would be a one person task and 8-10 hours of time would be sufficient. It is then recommended that a three person reconnaissance site visit be conducted. In order to accurately coordinate a field effort, it is necessary to get eyes on the site to better understand river conditions including velocity, stage height and depth. These factors will determine what methods are best suited to effectively relocate fish, as well as how many crew members will be required to accomplish the task.

The actual field effort will require, at a minimum, an eight person team to operated two backpack electrofishing units. Given the size of the wetted area, it is anticipate the effort will take up to three days. The first day would include setting up a perimeter block net to enclose the total area which will

be dewatered, followed by installing additional block nets to further section off the total area. It will be necessary to create smaller enclosed sections to effectively clear fish. The following two days would consist of electrofishing each section.

Other important cost incurring factors to consider when planning for this project include; logistical/gear preparation, purchasing additional field gear to complete the task (will require hundreds of t-posts and potentially over a thousand feet of block netting), rental costs of backpack electrofishing units.

HDR assumes:

- All necessary permits relating to the handling of fish/wildlife will be obtained as part of a total project permit package.
- River conditions, including depth and velocity, are suitable for backpack electrofishing and seining. Acceptable depth for safe and effective electrofishing would be approximately 3.5 feet.
- Completion of the field effort will take a crew of 8-10 people, up to three days depending on the total project area and river conditions.
- HDR will staff the 8-10 person crew for the three day effort.

Task 5.2 – Construction Monitoring Services

Task 5.2.1 – WEAP

Per MM BIO-2 of the environmental document, HDR will develop and implement a Worker Environmental Awareness Program (WEAP). The WEAP will include but not be limited to information on special-status species that may be encountered during construction activities, their legal protections, measures to protect the species, reporting requirements, specific measures that each worker shall employ to avoid take of wildlife species, and penalties for violation of the regulations.

A qualified HDR biologist will conduct one WEAP training prior to initiation of project activities, and will capture new construction personnel during the weekly monitoring events throughout construction.

If exclusionary activities to relocate badgers outside the construction footprint are required, a report documenting the activities taken and results will be drafted for submittal to CDFW within 30 days of completion.

Task 5.2.2 – Biological Monitoring Events

Per MM BIO-3, a qualified HDR biologist will conduct weekly, or daily when necessary, monitoring events as needed throughout the duration of construction activities. These monitoring events will include inspection of fencing, flagging, and/or signage around environmentally sensitive areas and

the limits of construction and staging areas adjacent to biological resources; as well as, monitoring of the efficacy of any exclusionary devices installed for cliff swallows, bats, and/or badgers.

HDR assumes up to 90 weekly monitoring events.

Task 6 – Perform Soils/Materials Testing Services

HDR will follow guidelines in the Caltrans Construction Manual and Contract Specifications for materials testing incorporated in the work. Materials will either be tested in the field or will come in the form of manufactured materials. BSK is our Caltrans certified materials testing company. Materials will be accepted for use in the work as follows:

Field Material Testing – HDR will coordinate with our materials testing subconsultant, BSK, for all field material testing. Test results will be logged. Failed tests that require additional work or replacement will be documented in the log and filed, as will retests. Only work with passing materials tests will be accepted. These tests include:

- Portland Cement Concrete: Compression, Sieve, and SE
- Asphalt Concrete: Sieve, SE, Density and AC Content
- Aggregate Base: Compaction
- Native Material Subgrade: Compaction
- Embankment/Structural Backfill: Compaction, Material Conformance

Manufactured Materials – Manufactured materials will be accepted on confirmation by the Resident Engineer of the materials' conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and visual observation/ inspection. For the bridge elements manufactured offsite, HDR can provide source inspection at the manufacturing plant. Source inspection items include:

- Welded Column Hoops
- Bearing Pads
- Prestressing strands
- Joint Seal Assemblies

Task 7 – Construction Surveying

HDR's subconsultant, Morton and Pitalo, shall perform all construction layout, control, and reference staking for completion of the project, including but not limited to, control stakes for line and grade reference, final grade, bridge staking, slope staking, in conformance with the Caltrans Survey Staking guide for the Contractor's use. We shall need 48 hours notice for each staking request from the Contractor.

Right of Way staking will be performed utilizing the project plans. Full property line surveys are not planned under this contract.

In addition to the construction staking and ROW staking which relates to the contract plans, Monument staking and topographic surveys can be performed for the County upon request. All work shall be performed under the direction of a land surveyor licensed by the California Board of Professional Engineers and Licensed Land Surveyors.

Task 8 – Storm Water Pollution Prevention Plan (SWPPP) – Construction Activities

HDR will perform Water Quality Monitoring and Storm Water Prevention Plan (SWPPP) conformance. All SWPPP activities will be conducted in accordance the General Permit and Stanislaus County's MS 4 permit. In addition, the Contractor's SWPPP will be fully reviewed for conformance with the RWQCB, NMFS, Army Corp of Engineers and Department of Fish and Wildlife Permits. Our Resident Engineer is a Qualified SWPPP Developer and Practitioner and will perform these reviews, with possible assistance from HDR staff. Responsibilities include:

- Assist the County with submittal of the Notice of Intent and the Notice of Termination;
- Review the Contractor's SWPPP for conformance with the General Permit, Stanislaus County MS4 permit, and the Clean Water Act and Porter Cologne;
- Uploading the required SWPPP documents into the Storm water Multi Application Reporting and Tracking System (SMARTS);
- Review of BMP which managing storm water run-off and run-on controls;
- Confirming turbidity and pH permit conformance for in-water activities independently, in addition to the Contractors tests, as requested.
- Reviewing the Rain Event Action Plan (REAP) 48 hours prior to a rain event developed by the Contractor;
- Monitoring Requirements Adherence Numeric Action Levels are enforced (NTU, pH);
- View "Discharge" location within 24 hours of each Rain Event;
- Cite illicit discharges, if any;
- SWPPP is a living document and needs to be continually updated and documented.

Task 9 – Other Services as Necessary

Task 9.1 – Bid Support Services (Optional)

If requested, HDR can assist the County through the entire bid process. This includes the prebid conference, preparation of prebid conference minutes, and written answers to the questions asked in the meeting. These services are not included in our current costs.

HDR will review and evaluate contractor bids that are received. This includes reviewing, specialty DBE percentages, confirming balanced bids, and assisting in all efforts toward the award of the contract.

Task 9.2 – Labor Compliance Services (Optional)

HDR will review the Contractor certified payrolls, subcontractor requests, and DBE records to check for compliance per the California Department of Industrial Relations and contract document requirements. HDR will review and coordinate all contractor and subcontractor certified payroll manpower utilization reports and compare them against the Inspector's Daily Diaries.

HDR will verify that the contractor has conformed to the contract Disadvantaged Business Enterprise requirements. To verify that the prime contractor is performing his required share of the work, HDR will review the contractor's subcontracting request forms. The inspector will perform contractor and subcontractor employee interviews following State and Federal guidelines once a month. HDR will also verify that the contractor posts all specified posters, notices, and wage determinations at the job site.

These services are not included in our current costs.

Task 10 – Post Construction Services (Close Out/Claims)

Task 10.1 – Perform Final Inspection/ Issue Notice of Completion

Items to be corrected or furnished by the construction contractor before project acceptance will be put in the form of a punchlist as the work nears completion. HDR will facilitate the development of the punchlist, with participation by major stakeholders, including the County, the Designer, and affected agencies. Upon satisfactory completion of all elements of construction, HDR will submit a Notice of Final Completion to the contractor, thus relieving him from further maintenance. Upon our issuance of final acceptance, we will receive the contractor's warranty letter, review it for compliance with the contract documents, and submit it to the County.

Task 10.2 – Prepare Final Payment Request

After acceptance, HDR will prepare a proposed final estimate (PFE) for the County Project Manager's approval. Prior to submitting the PFE, we will meet with the contractor to attempt to finalize agreement of contract item quantities, and any outstanding extra work bills which may have been denied by the County and HDR, yet protested by the Contractor. Should the contractor still object to the PFE, we will assist the County in negotiating final settlement with the contractor and process the final pay estimate.

Task 10.3 – Deliver Final Project Documents

Review and Submit "Record Drawings" – At a project's completion we will receive the contractor's prepared "Record Drawings" and perform a final review for completion against our own Record Drawings.

Deliver Project Files – Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the numbered filing system and delivered to the County.

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.
4. **Professional Liability (Errors and Omissions)** Insurance appropriates to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. 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: Jason Tom Date: _____

Signature: JT Date: 7/8/20

Vendor Name: HDR CCC

For CEO-Risk Management Division use only

Exception: _____

Approved by CEO for Risk Management: _____ Date: _____

EXHIBIT C
PROJECT SCHEDULE

EXHIBIT D

FEE SCHEDULE

HDR CM Team Cost Proposal
Stanislaus County Crows Landing

| BRIDGE CONSTRUCTION - PHASE 1 | | | | | | | | | | | | | BRIDGE CONSTRUCTION - PHASE 2 | | | | | | | | | | | | | Task 10 - Post Const Services | | | | | | | | | | | | | JAN - DEC 2020 | | | | | | | | | | | | | Cost Summary | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Position | | Jan-20 | | Feb-20 | | Mar-20 | | Apr-20 | | May-20 | | Jun-20 | | Jul-20 | | Aug-20 | | Sep-20 | | Oct-20 | | Nov-20 | | Dec-20 | | Hours | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | | Cost | | Rate | | Cost | | Summary | |

| HDR CM Team Cost Proposal | | |
|---------------------------------|--------------------------|-----------|
| Stanislaus County Crows Landing | | |
| Year 3 - HDR 2022 | Position | Hour |
| Zeiss | Project Manager | \$ 202.94 |
| Lansen | Resident Engineer | \$ 219.21 |
| Ellsworth | Assist RE / Struct. Rep. | \$ 208.99 |
| Johnson | Office Engineer | \$ 114.03 |
| Neumayr | Accounting | \$ 123.01 |
| Pallan | Public Outreach | \$ 211.87 |
| Galvan | Public Outreach | \$ 167.71 |
| Kammerer | Public Outreach | \$ 97.98 |
| Tsium | Public Outreach | \$ 99.28 |
| Arsenijevic | Environmental | \$ 161.07 |
| Pardo | Environmental | \$ 190.24 |
| Parker | Environmental | \$ 122.48 |
| Bairtron | Environmental | \$ 105.69 |
| Tidball | Environmental | \$ 81.36 |
| Verucci | Environmental | \$ 167.98 |
| DeGabriele | Environmental | \$ 137.36 |
| Carbriener | Environmental | \$ 160.88 |
| Onanian | Environmental | \$ 98.61 |
| Nowlin | Environmental | \$ 80.57 |
| Hood | GIS | \$ 100.48 |
| Griffin | GIS | \$ 140.43 |
| Tran | GIS | \$ 104.87 |

| HDR CM Team Cost Proposal | | | | | |
|---------------------------------|----------------------------------|--------|--------|----|-------------------|
| Stanislaus County Crows Landing | | | | | |
| HDR Subconsultants: | | | | | |
| MGE - Year 1 | Structure Rep/Inspector | 275.75 | 189.05 | \$ | 52,130.54 |
| MGE - Year 2 | Structure Rep/Inspector | 800 | 195.67 | \$ | 156,536.00 |
| MGE - Year 3 | Structure Rep/Inspector | 200.15 | 202.52 | \$ | 40,534.38 |
| MGE | ODC - Truck Mileage | | | \$ | 13,495.00 |
| MGE | ODC - Per Diem - CT Travel Guide | | | \$ | 17,250.00 |
| Total - MGE | | | | \$ | 279,935.66 |
| Morton & Phail Survey - Year 1 | Principal Surveyor / PM | 2.13 | 295.94 | \$ | 438.65 |
| Morton & Phail Survey - Year 1 | Survey Manager | 4 | 187.87 | \$ | 751.48 |
| Morton & Phail Survey - Year 1 | Crew Coop/Survey Super | | | \$ | 775.62 |
| Morton & Phail Survey - Year 1 | Survey Party Chief | | | \$ | 5,056.40 |
| Morton & Phail Survey - Year 1 | Survey Chairman | | | \$ | 4,300.80 |
| Morton & Phail Survey - Year 1 | Survey Apprentice | | | \$ | 80.50 |
| Morton & Phail Survey - Year 2 | Principal Surveyor / PM | | | \$ | 210.95 |
| Morton & Phail Survey - Year 2 | Survey Manager | | | \$ | 162.44 |
| Morton & Phail Survey - Year 2 | Crew Coop/Survey Super | | | \$ | 40 |
| Morton & Phail Survey - Year 2 | Survey Party Chief | | | \$ | 3,079.04 |
| Morton & Phail Survey - Year 2 | Survey Chairman | | | \$ | 132.42 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 5,286.80 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 300 |
| Morton & Phail Survey - Year 2 | Survey Party Chief | | | \$ | 129.48 |
| Morton & Phail Survey - Year 2 | Survey Chairman | | | \$ | 38,844.00 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 300 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 110.14 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 33,042.00 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 50 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 88.15 |
| Morton & Phail Survey - Year 2 | Survey Apprentice | | | \$ | 4,407.50 |
| Morton & Phail Survey - Year 3 | Principal Surveyor / PM | | | \$ | 1.2 |
| Morton & Phail Survey - Year 3 | Survey Manager | | | \$ | 216.16 |
| Morton & Phail Survey - Year 3 | Survey Manager | | | \$ | 259.39 |
| Morton & Phail Survey - Year 3 | Survey Manager | | | \$ | 4 |
| Morton & Phail Survey - Year 3 | Survey Manager | | | \$ | 197.20 |
| Morton & Phail Survey - Year 3 | Survey Manager | | | \$ | 788.80 |
| Morton & Phail Survey - Year 3 | Crew Coop/Survey Super | | | \$ | 6 |
| Morton & Phail Survey - Year 3 | Survey Party Chief | | | \$ | 135.69 |
| Morton & Phail Survey - Year 3 | Survey Party Chief | | | \$ | 814.14 |
| Morton & Phail Survey - Year 3 | Survey Chairman | | | \$ | 16 |
| Morton & Phail Survey - Year 3 | Survey Apprentice | | | \$ | 132.68 |
| Morton & Phail Survey - Year 3 | Survey Apprentice | | | \$ | 2,122.88 |
| Morton & Phail Survey - Year 3 | Survey Apprentice | | | \$ | 16 |
| Morton & Phail Survey - Year 3 | Survey Apprentice | | | \$ | 112.86 |
| Morton & Phail Survey - Year 3 | Survey Apprentice | | | \$ | 1,805.76 |
| Total - Morton Phail | | | | \$ | 8.51 |
| | | | | \$ | 90.32 |
| | | | | \$ | 768.62 |
| | | | | \$ | 104,256.19 |

| HDR CM Team Cost Proposal | | Stanislaus County Crows Landing | |
|--|-----------------------------|---------------------------------|---------------------|
| BSK - Testing - Year 1 | Group 2 Inspector | | |
| BSK - Testing - Year 2 | Group 2 Inspector | 4.25 | 138.00 |
| BSK - Testing - Year 3 | Group 2 Inspector | 100 | 142.14 |
| BSK - Testing - Year 1 | Engineering Technician | 12.02 | 146.40 |
| BSK - Testing - Year 2 | Engineering Technician | 20 | 126.00 |
| BSK - Testing - Year 3 | Engineering Technician | 120 | 129.78 |
| BSK - Testing - Year 1 | Engineering Technician | 15.46 | 133.67 |
| BSK - Testing - Year 2 | Engineering Technician | 11.69 | 110.00 |
| BSK - Testing - Year 3 | Engineering Technician | 100 | 113.30 |
| BSK - Testing - Year 1 | Group 4 Technician | 5 | 116.70 |
| BSK - Testing - Year 2 | Group 4 Technician | 4.26 | 98.00 |
| BSK - Testing - Year 3 | Group 4 Technician | 50 | 100.94 |
| BSK - Testing - Year 1 | Sample Courier | 4 | 103.97 |
| BSK - Testing - Year 2 | Sample Courier | 3.01 | 225.00 |
| BSK - Testing - Year 3 | Sample Courier | 15.35 | 231.75 |
| BSK - Testing - Year 1 | Principal / Project Manager | 3 | 238.70 |
| BSK - Testing - Year 2 | Principal / Project Manager | 1 | 200.00 |
| BSK - Testing - Year 3 | Principal / Project Manager | 9.65 | 206.00 |
| BSK - Testing - Year 1 | Principal / Project Manager | 1 | 212.18 |
| BSK - Testing - Year 2 | Principal / Project Manager | 2 | 155.00 |
| BSK - Testing - Year 3 | Principal / Project Manager | 8.68 | 159.65 |
| BSK - Testing - Year 1 | Sr. Materials Engineer | 1 | 184.44 |
| BSK - Testing - Year 2 | Sr. Materials Engineer | 3.73 | 85.00 |
| BSK - Testing - Year 3 | Sr. Materials Engineer | 7 | 87.55 |
| BSK - Testing - Year 1 | Asst Project Manager | 1 | 90.18 |
| BSK - Testing - Year 2 | Asst Project Manager | 0.12 | 78.00 |
| BSK - Testing - Year 3 | Asst Project Manager | 9 | 80.34 |
| BSK - Testing - Year 1 | Project Assistant | 2.46 | 82.75 |
| BSK - Testing - Year 2 | Project Assistant | | \$ 30,969.00 |
| BSK - Testing - Year 3 | Project Assistant | | |
| Total - BSK | | | \$ 97,935.00 |
| Total Sub-Consultants | | | |
| 1. HDR | \$482,126.84 | | |
| 2. Inspector Rates are subject to California Prevailing Wage. Rate will be actual wage or prevailing wage, whichever is greater. | | | |
| 3. HDR Rates include, laptop, and phone for field personnel. | | | |
| 4. Assumes that Crows Landing is a 450 contractor working day contract. | | | |
| 5. HDR Field Office is provided by the County. | | | |
| 6. HDR rates are subject to up to a 4% annual merit increase. | | | |
| 7. This Cost Proposal is based on HDR's Scope Work for Construction Management, dated Sept 24, 2019. | | | |

This Cost Proposal Assumes:

1. Does not include HDR's consultant team cost for work beyond HDR's control such as extra working days, claims, and rain days beyond the a 450 contractor working day schedule
2. Inspector Rates are subject to California Prevailing Wage. Rate will be actual wage or prevailing wage, whichever is greater.
3. HDR Rates include, laptop, and phone for field personnel.
4. Assumes that Crows Landing is a 450 contractor working day contract.
5. HDR Field Office is provided by the County.
6. HDR rates are subject to up to a 4% annual merit increase.
7. This Cost Proposal is based on HDR's Scope Work for Construction Management, dated Sept 24, 2019.

Total Sub-Consultants

HDR Trucks

Public Outreach ODC

Environmental ODCs

General ODC

Total HDR Staff

\$1,610,129.56

Total Contract: \$2,159,560.85