

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

DEPT: Public Works

BOARD AGENDA: 5.C.1  
AGENDA DATE: January 30, 2018

**SUBJECT:**

Approval to Award a Contract for Engineering Services to O'Dell Engineering of Modesto, California, for the West Modesto Sewer Infrastructure Project

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2018-0062**

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

- 1) X Approved as recommended  
2) \_\_\_\_\_ Denied  
3) \_\_\_\_\_ Approved as amended  
4) \_\_\_\_\_ Other:

**MOTION:**

ATTEST:

  
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.1  
AGENDA DATE: January 30, 2018

CONSENT: ☒

CEO CONCURRENCE:

4/5 Vote Required: No

---

**SUBJECT:**

Approval to Award a Contract for Engineering Services to O'Dell Engineering of Modesto, California, for the West Modesto Sewer Infrastructure Project

**STAFF RECOMMENDATION:**

1. Award a contract for Engineering Services to O'Dell Engineering of Modesto, California, for the West Modesto Sewer Infrastructure Project.
2. Authorize the Director of Public Works to execute a contract with O'Dell Engineering in the amount of \$1,328,383.96 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:**

Stanislaus County has 35 County pockets in and around the cities of Modesto and Ceres. Several of these pocket areas lack the sanitary sewer infrastructure that their surrounding cities have. These pocket areas have health and safety concerns with failing septic systems that could lead to the degradation of the groundwater quality. In order to alleviate these concerns, the County Planning and Community Development Department and the Public Works Department have worked to create a prioritization list of these County pockets that have demonstrated the greatest need for sanitary sewer service.

The areas were all evaluated on the following criteria, need, income, and cost effectiveness. The need is demonstrated based on the high rate of septic system failures. The areas were also evaluated as to whether they are economically disadvantaged or severely economically disadvantaged. Finally, each area was evaluated as to how cost effective it would be to bring sewer to the neighborhood. On March 28, 2017, the Board of Supervisors approved the prioritization model for the allocation of Federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds, which identified the top three priority areas needing sanitary sewer infrastructure as the Spencer/Marshall area, the Beverly/Waverly area, and the Rouse/Colorado area all located in the West Modesto area.

The top three priority areas have now been identified as the West Modesto Sewer Infrastructure Project, which includes approximately 1,038 residential, commercial and mixed-use parcels. These parcels currently rely on septic tanks for treatment of sewage.

Thus, the Project's purpose is to provide a sewer system that will allow property owners to abandon their existing failing septic tanks and connect to a public sewer system.

The project areas are located within the City of Modesto's Sphere of Influence (SOI), but outside of its city limit. The City's adopted Wastewater Collection Master Plan plans for eventual sewer service to these areas. The City can serve the project areas after a Local Agency Formation Commission (LAFCO) approved annexation application or approval of an out-of-boundary service agreement. As annexation is not being pursued with this effort, the County will pursue extension of utility services through an out-of-boundary service agreement approved by LAFCO to address health and safety concerns. If approved, all properties are eligible for sewer hook-up on the condition that the property owners waive their rights to protest any future annexations proceedings.

The design, engineering and construction of this project is expected to occur in multiple phases. The design for the first project phase, the Spencer/Marshall area, is anticipated to be completed by winter of 2019 with construction commencing in the spring of 2019. The County has recently designed and constructed similar natured projects that were funded by a combination of CDBG and the Clean Water State Revolving Fund (CWSRF) funded by the State Water Resources Control Board (SWRCB). It is County staff's intention to apply for the same CWSRF grant to help fund costs of the environmental, engineering design, and construction costs, while utilizing CDBG funds for the local match.

Once constructed, the new sewer infrastructure will be connected to the existing sewer system owned and maintained by the City of Modesto. Prior to construction of the project, the County will enter into agreement with the City of Modesto for ownership, operation, and maintenance of the constructed sewer improvements. The City of Modesto will own and maintain all future sewer improvements constructed by this project.

On October 6, 2017, Public Works advertised a Request for Proposals to provide engineering services for the West Modesto Sewer Infrastructure Project through Modesto Reprographics pursuant to Government Code 4526.

The scope of design services includes:

- Project management;
- Public outreach;
- Geotechnical investigation;
- Topographic and boundary survey;
- Utility design and coordination;
- Comprehensive engineering;
- Plans, Specifications and Estimates;
- Right of Way Engineering/Acquisition; and
- Bidding and construction support.

On November 3, 2017, three proposals were received from O'Dell Engineering, NV5, Inc., and VVH Engineers. The proposals were evaluated based on qualifications only. Along with the proposal, consultant fees were submitted in a separate sealed fee envelope, and were not part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be done;
- Experience with similar projects;
- Quality and availability of staff;
- Capability of developing innovative or advanced techniques;
- Familiarity with State and Federal procedures;
- Financial responsibility; and
- Demonstrated technical ability.

Public Works staff reviewed all proposals and determined that O'Dell Engineering, Inc. is most qualified to provide the engineering services for this project. NV5 was ranked second and VVH Engineers was ranked third.

Public Works staff recommends awarding a contract in the amount of \$1,328,383.96 to O'Dell Engineering of Modesto, California. The contract amount will be budgeted and paid for over multiple years as phasing of the sewer improvements are implemented.

**POLICY ISSUE:**

Government Code section 23005 and 25502.5 requires Board of Supervisors' approval for all contracts exceeding \$100,000.

**FISCAL IMPACT:**

Costs associated to assure timely and cost efficient delivery of this consultant contract, including County staff time to manage the contract, will be in the amount of \$1,461,222.36 (contract: \$1,328,383.96; and contingencies: \$132,838.40). The engineering design costs of the West Modesto Sewer Infrastructure Project will be phased over several years to allow use of Community Development Block Grant (CDBG) and CWSRF funding as they are made available. CDBG funding in the amount of \$1,052,436 is currently allocated to the project and additional CDBG funding will be allocated annually as part of the County's annual CDBG grant award and Annual Action Plan approval process.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Infrastructure* by providing a sewer system that County residents can connect to in response to the health and safety concerns of failing septic systems.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

Matt Machado, Public Works Director

Telephone: (209) 525-4153

**ATTACHMENT(S):**

1. Professional Design Services Agreement with O'Dell Engineering

## **STANISLAUS COUNTY PUBLIC WORKS PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and O'Dell Engineering, hereinafter referred to as "Consultant".

**WHEREAS**, County, by its Resolution No. \_\_\_\_\_ adopted on the 30th day of January, 2018, awarded to Consultant the following Contract:

West Modesto Sewer Infrastructure Project  
County Contract No. 8069

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

### **1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

**1.1 Scope of Services:** Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

**1.2 Professional Practices:** All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

**1.3 Representations:** Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in Section 3.1 - Compensation and within the time specified in the Project Schedule (Exhibit "C") attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

**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 subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or subconsultants 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 nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

**1.6     Non-Exclusive Agreement:** Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

**1.7     Delegation and Assignment:** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subconsultant(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

**1.8     Subcontracting:** Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

Consultant shall perform the services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the County, except that, which is expressly identified in the approved Cost Proposal.

Any substitution of subconsultants must be approved in writing by the County.

**1.9     Conflict of Interest:** Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this agreement, or any ensuing County construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing County construction project, which will follow.

Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

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

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

**1.10    Covenant Against Contingent Fees:** Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit

or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

**1.11      Rebates, Kickbacks or Other Unlawful Consideration:** The Consultant warrants that this agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**1.12      Prohibition of Expending State or Federal Funds for Lobbying:** The Consultant certifies to the best of his or her knowledge and belief that:

No, state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**1.13      Debarment and Suspension Certification:** The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered

against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to the County.

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

## **2.0 CONTRACT DOCUMENTS**

Contract documents consist of the following documents, including all changes, addenda, and modifications thereto:

1. Agreement and all attachments
  - a. Exhibit A – Scope of Services
  - b. Exhibit B – Insurance Requirements
  - c. Exhibit C – Project Schedule
  - c. Exhibit D – Fee Schedule
2. County's Request for Proposal
3. Consultant's Response

## **3.0 COMPENSATION AND BILLING**

**3.1 Compensation:** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed **One Million Three Hundred Twenty-Eight Thousand Three Hundred Eighty-Three and 96/100 Dollars (\$1,328,383.96)** 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 24, 2021**, unless extended by amendment.

#### **5.0     COMPENSATION AND TERMINATION**

**5.1     Compensation:** In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's

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

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

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

## **6.0     INSURANCE REQUIREMENTS**

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

## **7.0     INDEMNIFICATION**

**7.1     Indemnification:** To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subconsultants, 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 (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. 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. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that

Indemnatee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

**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:    Mike Persak, P.E.
- b.     ~~Lead Manager:~~

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

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

If to County:                      Stanislaus County Public Works  
   Attn: Denis Bazuk, P.E.  
   1716 Morgan Road  
   Modesto, CA 95358

If to Consultant:                O'Dell Engineering  
   Attn: Mike Persak, P.E.  
   1165 Scenic Drive, Suite A  
   Modesto, CA 95350

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.19 Costs:** Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

**8.20 No Third Party Beneficiary Rights:** This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

**8.21 Construction:** The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

**8.22 Amendments:** This Agreement may be amended only by a writing executed by the parties hereto or their respective successors and assigns.

**8.23 Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence

or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

**8.24 Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

**8.25 Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

COUNTY OF STANISLAUS

O'DELL ENGINEERING

By: 

Matt Machado, Director  
Department of Public Works

By: 

Randall O'Dell  
President

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: 

Amanda DeHart  
Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**



## Appendix II - Scope of Services

### Project Understanding

This proposal includes the civil engineering design of the West Modesto Sewer Infrastructure Project. The project will install sanitary sewer mains and laterals in three separate neighborhoods: #7 Spencer/Marshall (144 services), #21 Beverly/Waverly (465 services), and #9 Rouse/Colorado (333 services). It is estimated that the project will include the installation of up to 80,000 linear feet of gravity mains and approximately 942 new house laterals.

The scope-of-services includes topographic survey, geotechnical investigation, utility research and mapping, hydraulic design, public outreach, preparation of plans, specifications & estimate (PS&E), right-of-way services, bid & construction support, and preparation of as-built drawings. Optional services include environmental services, grant writing services, and lift station design.

### Project Approach

Our team's approach is to have an efficient work plan and to provide quality project management in order to successfully complete this project on time and within budget. Our approach to this work draws on our years of experience successfully completing similar projects throughout California's Central Valley and in Stanislaus County. Our team's experience with similar projects allows us to identify potential design and construction constraints and to streamline our process which saves our clients valuable time and resources.

Our project approach centers on the principle that our team's success is only achieved when we focus on the goals of our clients and satisfy the intent of the project. For this project, that means that we will provide the following:

- Mike Persak, PE, an experienced and qualified project manager with a history of providing excellent client service and managing staff, schedules, and budgets. He will coordinate with County and City staff to gain a clear understanding of the needs and for this project. We understand that the success of any project is largely dependent upon the experience and availability of the Project Manager.
- A team of professional engineers who understand the complexities associated with designing utility/pipeline projects. The experience and expertise of our design team encompass the critical skills needed to evaluate the constraints and conditions of this project through all phases of the design, including the preparation of plans, specifications, and estimates.
- An in-depth understanding of what has already been done in order to prevent duplicating work and wasting the resources of the County and its citizens.
- Effective designs that complement the project. Our team will work with County and City staff to ensure that the design is compatible with existing operations and maintenance programs and capabilities.
- Design measures that will protect private and public property and the environment. Minimizing impacts and disruption to private property, traffic, and local business will not only result in a successful project, but happy neighbors.

We will begin by conducting an organized, productive kick-off meeting with the County and City. This will ensure that all parties have a good understanding of the project goals, budget, and deadlines, and also allow for discussion of important design issues. Close coordination with the County and design team will be important to keep the project on schedule and within budget. This close coordination will continue throughout the project.

Early in the process, we will establish communication with the utility companies to confirm the location of the existing utilities. Next, our team will expedite the collection of project information in order to begin the design based on the County's intended goals. This includes reviewing existing plans and CAD files, record maps, surveys, and utility company maps. We will also identify the optimum points-of-connection to the existing sewer system which have adequate depth to serve the intended area. We will then survey the depth of the existing sewer manholes at the points-of-connections.

We believe special consideration should be given to the task of locating the existing utilities (including potholing) as this is a critical path item for the success of this project. This will allow us to recognize any potential utility conflicts or other conflicts early in the design process. Any existing facilities within the project area will be analyzed and potential conflicts will be identified.

Our team will establish the CAD base drawing for the project using the existing data, including the topo files, GIS data, aerial photograph, right-of-way maps, and utility maps. This drawing will be the foundation for all of the design work, so the review and confirmation of this plan will be a high priority.

In order to accelerate schedule and lower costs, O'Dell Engineering will be using leading edge survey technology to capture the existing conditions of the three neighborhood areas. In partnership with Michael Baker International, O'Dell Engineering will be mobile 3D laser scanning and photo mapping

As stated in the Request for Proposal document, appendices will not be counted as a part of the 20 page response limit.

## Appendix II - Scope of Services

the existing roadway network surfaces and street frontages. The process to capture high-quality data accurately and efficiently involves deploying our survey crews to establish a precise ground control network as a basis for the mobile scanning route. The mobile scanner that will be deployed for this project is an Optech Lynx SG1 system with 5 vehicle-mounted color spherical cameras. A static base station will also be deployed while the mobile scanning crew travels each road in opposing directions. Once the mass raw data is captured, the vehicle trajectory is processed using kinematic methods in registration software and the resulting point cloud is colorized to enhance the visual fidelity of the point cloud model. Individual mobile scan tiles are joined into a unified point clouds and then transformed onto project coordinates so feature extraction can begin. The processed point cloud model is brought into our Cyclone feature extraction program and our Scanning Specialists begin ground feature extraction virtually. Features such as roadway surfaces, grade breaks, elevations, surface utilities, and vector lines are precisely mapped and exported for quality assurance and control by our professionally licensed surveyors to verify the accuracy of the topographic data in Trimble Business Center. Once it has been approved, the topo data is imported into our CAD software for final topo mapping and production. The 3D laser scan point cloud and images will further provide additional benefits throughout the project as a basis for coordination, virtual site visits, as well as assessing and documenting the current state of the neighborhoods and conditions prior to construction. The level of detail provided by the 3D laser scan will also further increase the confidence in the constructability of the proposed design.

Once data collection and base mapping has been completed, the basis of design will be established. This will confirm the current design standards and codes that will be used for the design. Good communication with the County and City throughout the design process, including listening to their input and considering the project needs, is crucial to the timely, successful completion of the project. We will work closely with the County and other pertinent agencies/utilities to ensure all parties are satisfied with the final design. We will analyze the horizontal and vertical placement of the new sewer mains paying close attention to separation from existing utilities. We will also evaluate the optimum location of each new sewer lateral to minimize conflicts with trees, driveways, utilities, etc. and for the ease of the residents' future extension of the lateral to the house. Realizing that continuous access during construction will be a major concern for the residents and the County, we will include language in the specifications which require the contractor to maintain open roads and driveways.

The public outreach effort will begin with identification of the stakeholders. Our team will research and develop a coded database of potentially interested parties, which will be updated throughout the course of the project with information from the project team and from telephone, email and personal contacts. The database will be coded according to interest and involvement with the project. The ultimate stakeholders list will be directed by staff and may include, but not be limited to, the following groups: residents, businesses, and property owners in and nearby the project area; elected officials and representatives of Stanislaus County, the school district; emergency responders; and other pertinent governmental and quasi-governmental entities; pertinent County staff; groups representing businesses; civic and community groups; Caltrans; utilities; and others. In addition to personal contacts, we will provide an informational flyer to Staff, the County's Public Information Officer, and Webmaster, to publicize community meetings. We will also respond to inquiries from the media and re-direct as needed.

We will prepare for, participate in, and run two pre-construction public meetings in each of the three project neighborhoods. All coordination of venues and audio / visual equipment will be provided. It is assumed that County facilities will be used for the meetings and that no rental fees will be required. Spanish-language translation will be provided. Surveys may be conducted during these meetings to provide feedback to Staff.

The geotechnical investigation will consist of multiple borings to provide the bidders with accurate information regarding the material they will be trenching through, groundwater depth, recommended compaction requirements, and pavement structural sections. At each boring location, our Engineer/Geologist will direct the sampling and log the borings. We will measure the existing pavement section (HMA and AB) where encountered and at a minimum, we will sample at 5-foot intervals. Our team will prepare a Geotechnical Report containing project description, scope of services, site description, geology, historical geotechnical information, subsurface soil and ground water conditions, laboratory test results, CBC seismic design values, key geotechnical and construction considerations including material excavatability, stability (including preliminary OSHA soil types), use of excavated soils as backfill, compaction, unstable subgrade mitigation options, pipe support including subgrade modulus, dewatering considerations (if needed), new pavement section recommendations, risk management and limitations, vicinity map, site plan, and boring logs. **Note: We propose that this task be performed at the 60% design stage for the neighborhoods which the County decides to proceed to 100% design in order to save the County the expense of the investigation work for the neighborhoods which are not proceeding.**

We will meet with the County and City to discuss the design and submit the construction documents for review. We also propose to meet with County and City staff once the preliminary design documents have been reviewed. This promotes a clear understanding of any design changes and allows for discussion to resolve any

## Appendix II - Scope of Services

design issues. We also believe meeting and discussing the design after each County/City review of the PS&E will help expedite the process and result in the best design for the project. We intend to use 20' scale for the majority of the drawings. Based on our experience on similar projects, we have found this to be necessary to clearly show the existing conditions and proposed improvements in existing streets.

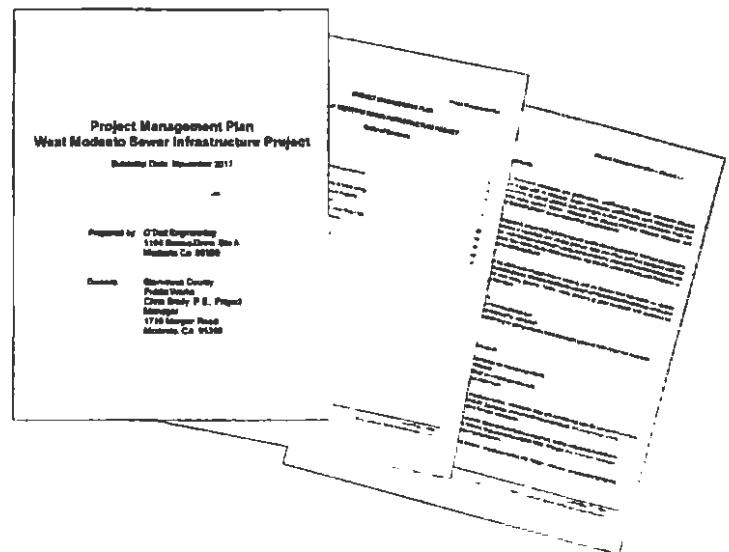
We expect all work to be completed within the existing County right-of-way. However, if there is a need to acquire right-of-way or temporary construction easements due to unforeseen conditions, our team will be able to provide the necessary services to acquire them. We will start by identifying the parcels in which private right-of-way will be required by the Project. Our team will then coordinate with the property owners and County to acquire any required right of way or TCEs in a timely fashion. Our services will include the appraisal, appraisal review, and acquisition/negotiation, if necessary, and keep records (minutes) of those negotiations. We will schedule the right-of-way acquisitions such that all right-of-way acquisitions are complete prior to delivery of the final plans.

This project will require strong project management. Coordination and communication between the design team and the City staff will be a major key to successful completion of the work. Mr. Persak will implement a communication program specifically tailored to meet the needs of this project and conduct regularly scheduled Project Development Team meetings to keep staff up to date and resolve issues as they arise.

For projects of a certain size and scope, O'Dell Engineering prepares a Project Management Plan. This internal document is used to keep the project focused, and provides O'Dell staff and subconsultants with a road map for communication, project updates, schedule analysis, minimizing unnecessary scope creep, and ongoing schedule risk assessment.

This management tool includes:

- A project description
- Project scope maps
- An overview of the scope of work
- A project organization chart
- A chart of key staff names, responsibilities, and contact information
- A project schedule featuring milestones, due dates, and responsibilities
- Information regarding applicable design standards and codes
- A listing of applicable computer software programs
- An overview of project specific communication procedures
- An overview of project and electronic document filing procedures
- Quality management procedures
- Risk assessment
- Full contract scope of work and task listing



As a part of the Project Management Plan, the County will be provided Monthly Progress Reports. Progress Reports will include:

- Update, by task, of the work accomplished
- Update to the budget status and the percentage of work completed during that period
- Update to the project schedule and identification of risks to the project schedule
- Earned value chart

The Project Management Plan and Monthly Progress Reports will provide steady guidance, build confidence, and identify risks to the project schedule on a monthly basis, resulting in an increased comfort of project management for the design team and County.

### Optional Services

#### Environmental Services

Our team is prepared to assist the County Planning Department with obtaining environmental clearance for the construction of this project.

#### Grant Writing Services

Our approach to grant research and writing distributes the work among the members of our team to

## Appendix II - Scope of Services

capitalize on their background experience and skill sets. Ultimately, the most important thing is to submit a grant application that will stand out. Understanding what makes it stand out depends on factors like the type of grant, the funding agency, and who will benefit most from the project. Our approach to preparing stand out applications that will work is a multi-step process.

- Collecting, evaluating, and compiling background information to be used as technical justification for a grant award.
- For this project, our team will prepare a Funding Report that focuses on the California State Clean Water Revolving Fund and presents key information including eligibility requirements, budgets, contacts, submittal deadlines, funding limits, and keys to success.
- Following the Client's review of the Funding Report, we will meet to discuss timelines, and limitations.

### Lift Station Design

Based on our Initial analysis of the City's Wastewater Master Plan and our checking of select manhole depths in the three neighborhoods, we do not believe lift stations will be necessary. However, if one or more lift stations become necessary due to unforeseen design issues, our team is prepared to design them.

### Scope of Work

The following scope of work follows the County's requirement as directed in the above referenced RFP.

O'Dell Engineering will perform the necessary review/analysis, layout and design, and develop complete construction documents to be County and State compliant and will include, but not be limited to the following:

- Prepare plans, specifications and engineer's cost estimate (complete and ready for bidding) for the construction of the project as described the RFP.
- Coordinate any and all design with County staff, utility companies, and existing appurtenances that may be within the project area.
- Provide a design that conforms to the most recent County and City Standards and Specifications and if applicable, and Caltrans standard plans and specifications.
- Perform as needed any soil investigations, sewer design, and other Improvement design related to the project Improvements.
- Obtain all necessary approvals and permits.
- Provide bidding assistance as needed.
- Provide construction assistance as needed.
- Provide as-built drawings showing all changes during the construction process.

Upon receipt of the Notice-to-Proceed for this project, O'Dell Engineering will complete the following tasks:

#### Task 1. Project Management

##### Task 1.1

- Schedule a kick-off meeting with the County to clarify the exact Scope of Work and all expectations.

##### Task 1.2

- Perform project management services, including establishing lines of communication and coordination with all public stakeholders, managing sub-consultants, and managing the project schedule.

##### Task 1.3

Prepare a Project Management Plan including:

- A Project description
- Project scope maps
- An overview of the scope of work
- A project organization chart
- A chart of key staff names, responsibilities, and contact information
- A project schedule featuring milestones, due dates, and responsibilities
- Information regarding applicable design standards and codes
- A listing of applicable computer software programs
- An overview of project specific communication procedures
- An overview of project and electronic document filing procedures
- Quality management procedures
- Risk assessment
- Full contract scope of work and task listing



## Appendix II - Scope of Services

As a part of the Project Management Plan, the County will be provided Monthly Progress Reports which will include:

- Update, by task, of the work accomplished
- Update to the budget status and the percentage of work completed during that period
- Update to the project schedule and identification of risks to the project schedule
- Earned value chart

### Task 1.4

- Perform quality assurance/quality control (QA/QC) on the project.

### Task 1.5

- Hold Project Development Team (PDT) meetings (includes 15 meetings).

### Deliverables

- Meeting minutes (Hard copy in 8 1/2x11 format, and PDF)
- Project schedule (Hard copy in 8 1/2x11 format, and PDF)
- Monthly progress report (Hard copy in 8 1/2x11 format, and PDF)

## Task 2. Public Outreach

### Task 2.1

- Identification of Stakeholders - We will research and develop a coded database of potentially interested parties, which will be updated throughout the course of the project with information from the project team and from telephone, email and personal contacts. The database will be coded according to interest and involvement with the project. The ultimate stakeholders list will be directed by staff and may include, but not be limited to, the following groups: residents, businesses, and property owners in and nearby the project area; elected officials and representatives of Stanislaus County, the school district; emergency responders; and other pertinent governmental and quasi-governmental entities; pertinent County staff; groups representing businesses; civic and community groups; Caltrans; utilities; and others.

### Task 2.2

- Publicity - In addition to personal contacts, we will provide an informational flyer to Staff, the County's Public Information Officer, and Webmaster, to publicize community meetings. We will also respond to inquiries from the media and re-direct as needed.

### Task 2.3

- Newsletters (2) - We will write, design and provide an initial project newsletter to inform all interested parties of the beginning of construction, to let them know what to expect in the weeks/months ahead. A second newsletter will be written, designed, and distributed at a pertinent point in the project's progress. Both newsletters will be produced in English and Spanish and will also be provided to the County's Webmaster. Suggestion: The first newsletter could also serve as an invitation to a public meeting.

### Task 2.4

- Pre-construction Public Meetings (2) - We will prepare for, participate in and run two pre-construction public meetings in each of the three project neighborhoods. All coordination of venues and audio / visual equipment will be provided. It is assumed that County facilities will be used for the meetings and that no rental fees will be required. Spanish-language translation will be provided. Surveys may be conducted during these meetings to provide feedback to Staff.

### DELIVERABLES:

- Database of stakeholders, updated as necessary (Hard copy in 8 1/2x11 format, and PDF)
- Information for the County's project Web page, news releases announcing construction operations (Hard copy in 8 1/2x11 format, and PDF)
- Project newsletters (2) (Hard copy in 8 1/2x11 format, and PDF)

## Task 3. Geotechnical Investigation (Crawford & Associates, Inc.)

### Task 3.1 - Preliminary, Review, and Coordination

- Meet with the design team to review the preliminary plans and discuss the project design needs, goals, and schedule.
- Review our previous geotechnical explorations in the area including the work we completed for the City of Modesto River Trunk project.
- Determine exploration locations, determine site access, and mark our exploration locations for USA.

## Appendix II - Scope of Services

- Obtain any required Stanislaus County Environmental Health Permits for our borings.
- Obtain the required encroachment permit for our work within the public right-of-way.

### Task 3.2 - Subsurface Exploration

- Based on our current understanding of the project, we propose to perform the following geotechnical exploration program:

Neighborhood – Number	Number of Borings	Boring Depth (below grade)
Rouse/Colorado <sup>1</sup> – 9	11	10 to 25 ft
Spencer/Marshall – 7	7	10 to 25 ft
Beverly/Waverly – 21	22	10 to 25 ft

*We previously completed 7 borings along Colorado Avenue between Roberson Road and South Avenue for the River Trunk Sewer project that we will utilize for the Rouse/Colorado Neighborhood project, thus the total number of borings available for this neighborhood will be 18.*

- At each boring location, our Engineer/Geologist will direct the sampling and log the borings. We will measure the existing pavement section (HMA and AB) where encountered. At a minimum, we will sample at 5-foot intervals. We will deliver the samples to our laboratory for testing. The drilling contractor will advance the borings with a rubber-tired, truck-mounted drill rig using 6 to 8-inch-diameter hollow and/or solid stem augers and mud-rotary techniques. Standard Penetration Testing (SPT) and California Modified sampling will be performed within the borings to obtain samples and blow count information. The borings will be backfilled according to the County permit. The auger cuttings will be removed from the site.
- We expect our boring locations will require shoulder work ahead signs and partial lane closures only, we do not expect flaggers will be required.

### Task 3.3 Laboratory Testing

We expect to perform the following laboratory tests on selected soil samples retrieved from our borings. The final testing schedule will depend on project design and the findings of our field investigation.

- Moisture content / unit weight for strength estimates and seismic considerations.
- Grain size analysis and plasticity index for soil classification and trench excavation and backfill parameters.
- Corrosion analyses for structural material considerations.
- R-value for pavement sections.
- Direct shear and/or unconfined compressive testing for strength estimates.

### Task 3.4 Geotechnical Report

- We will prepare a Geotechnical Report containing project description, scope of services, site description, geology, historical geotechnical information, subsurface soil and ground water conditions, laboratory test results, CBC seismic design values, key geotechnical and construction considerations including material excavatability, stability (including preliminary OSHA soil types), use of excavated soils as backfill, compaction, unstable subgrade mitigation options, pipe support including subgrade modulus, dewatering considerations (if needed), new pavement section recommendations, risk management and limitations, vicinity map, site plan, and boring logs.

### DELIVERABLES:

- Geotechnical Report (Hard copy in 8 1/2x11 format, and PDF)

## Task 4. Topographic Survey, Right-of-Way, and Construction Staking

### Task 4.1

Establish survey control. All survey work will be on the required datum:

- **Horizontal Control:** Zone III, California Coordinate System of North American Datum 1983 (NAD83). Additionally, this area will be tied into the City of Modesto network as shown on record of survey 22-S-51.
- **Vertical Control:** North American Vertical datum of 1988 (NAVD88). We will coordinate with the County surveyor to determine the primary vertical datum.

## Appendix II - Scope of Services

### Task 4.2

- Perform a Topographic Survey of the project area to be used for design.

### Task 4.3

- Perform mapping of the centerlines and right-of-way lines within the project area, adequate for design purposes. Verify the public road right-of-way shown in the City of Modesto and/or Stanislaus County GIS files against physical occupation (fences, curbs, sidewalks, striping, edge of pavement) visible from field surveys and available imagery. At sites where large differences are noted between the physical occupation and the GIS data, review tax assessor maps and filed maps for evidence of public road right-of-way width. If possible, GIS files will be corrected based on the right-of-way width information obtained from these research sources. This is a planning level product and not a boundary determination.

### Task 4.4

- Prepare a pre-construction Record of Survey per Section 8771 of Business and Professions Code.

### Task 4.5

- If necessary, prepare legal descriptions and plats for temporary construction easements (TCE) necessary for construction staging areas, disposal areas for excess soil generated by project construction, or relocation of private fencing onto private property.

### Task 4.6

- Perform construction staking. All construction surveying shall be performed in accordance with the Stanislaus County Construction Surveys Manual (Attachment A-6).

### Task 4.7

- Prepare a post-construction Record of Survey per Section 8771 of Business and Professions Code.

**Note:** All Surveying and Mapping will comply with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 through 8819 of the Public Resources Code and any other applicable code in the State of California.

### DELIVERABLES:

- Topographic Survey (Hard copy in 24x36 format, and PDF)
- Right-of-Way Map (Hard copy in 24x36 format, and PDF)
- Pre-Construction Record of Survey (Hard copy in 24x36 format, and PDF)
- Legal Descriptions and Plats (Hard copy in 8 1/2x11 format, and PDF)
- Construction Stakes
- Post-Construction Record of Survey (Hard copy in 24x36 format, and PDF)

## Task 5. Utility Design and Coordination

### Task 5.1

- Once all existing utilities are identified in the field, we will contact all corresponding utility companies. Prepare and send "Letter A" and "Letter B" to all of the utility companies.

### Task 5.2

- Perform potholing at an assumed total of 18 locations. Services include traffic control plans, traffic control, breakout, pothole, document, and backfill.

### Task 5.3

- O'Dell Engineering will determine the location of the sewer system tie-ins as well as identify and resolve all potential conflicts with existing utilities.

### Task 5.4

- Coordinate the relocation of all affected utilities prior to start of project construction.

### DELIVERABLES:

- Utility companies "Letter A" and "Letter B" (Hard copy in 8 1/2 x11 format, and PDF)
- Potholing data (Hard copy in 8 1/2 x11 format, and PDF)



## Appendix II - Scope of Services

### Task 6. Comprehensive Engineering Services

#### Task 6.1

- Prepare hydraulic calculations for the new sewer mains, including designing the minimum pipe size and slope.

#### Task 6.2

- Identify and evaluate potential conflicts, design issues, and the potential impact on the cost and schedule of the project. Identify and evaluate alternate solutions available to the County for this project.

#### Task 6.3

- Design the utility trench and pavement trench patch based on the County and City's Standard specifications and Details, as well as the recommendations of the geotechnical report.

#### Task 6.4

- Design the erosion control measures for the project.

#### DELIVERABLES:

- Sewer system hydraulic calculations (Hard copy in 11x17 format, and PDF)

### Task 7. Plans, Specifications, and Estimate (PS&E)

Project construction documents will be prepared and be submitted to the County and City at the 30%, 60%, 90%, and 100% level. All identified and affected existing utilities shall be accurately indicated on the plans. Plans at 60% should be of sufficient level to start right-of-way acquisition after environmental determination is achieved. We will coordinate each submittal with the County and any other agency that might have a stake in the project.

Plans and specifications will be provided in a digital format. The CAD files, including all topographical data, topographical surfaces, points, alignments, sites, corridors, and pipe networks will be prepared using AutoCAD Civil 3D 2016 format.

#### Task 7.1

- Prepare preliminary design documents (30%) consisting of design criteria, preliminary drawings, outline specifications, and opinion of probable construction cost. Submit to County and other necessary agencies for review.

#### Task 7.2

- Review the County/City comments on the 30% submittal and meet with the County/City to discuss and resolve any design issues. Prepare 60% PS&E, incorporating County/City comments and any other comments received by local utilities. Present the 60% PS&E and review them in person with County/City Representatives and any additional stake holders as required by the project.

#### Task 7.3

- Review the County/City comments on the 60% submittal and meet with the County/City (if necessary) to discuss and resolve any design issues. Prepare 90% PS&E, incorporating County/City comments and any other comments received by local utilities. Submit the 90% PS&E to the County/City and any additional stake holders as required by the project.

#### Task 7.4

- Review the County/City comments on the 90% submittal and meet with County/City (if necessary) to discuss and resolve any design issues. Prepare 100% PS&E, incorporating County/City comments and any other comments received by local utilities. Submit the 100% PS&E to the County/City for approval, as well as to any additional stake holders as required by the project.

#### DELIVERABLES:

- Improvement plan drawings (Hard copy in 24x36 and 11x17 format, and PDF)
- Engineer's opinion of probable cost (Hard copy in 8 ½ x11 format, and PDF)
- Specifications (Hard copy in 8 ½ x11 format, and PDF)



## Appendix II - Scope of Services

### Task 8. Right-of-Way Services

Although it is anticipated that the improvements will fit within current rights-of-way, it is highly likely that there will be some right-of-way required. These include rights of entry and/or temporary construction easements to enter into or upon private property to construct the project.

#### Task 8.1

- Identify the parcels which will require a sewer easement, rights of entry, and/or temporary construction easements.

#### Task 8.2

- Prepare the appraisals/appraisal reviews for the affected properties.

#### Task 8.3

- Acquire the required easements/rights-of-entry, including negotiating with the property owners if necessary.
- Keep records (minutes) from the negotiations.

#### Task 8.4

- Coordinate with affected property owners, County, title companies, appraiser, and other entities necessary to process and record the required right-of-way documents.
- Prepare and mail a standard right-of-entry form to these addresses and will track responses from impacted property owners and residents.

**NOTE:** The number of right-of-way dedications, temporary construction easements, and rights-of entries required cannot be determined until the design work is completed. Therefore, pricing for this item is on a per parcel basis.

#### DELIVERABLES:

- Appraisals (Hard copy in 8 ½ x11 format, and PDF)
- Legal descriptions and plats for temporary construction easements (Hard copy in 8 ½ x11 format, and PDF)
- Legal descriptions and plats for right of way dedications. (Hard copy in 8 ½ x11 format, and PDF)
- Recorded right-of-way documents (Hard copy in 8 ½ x11 format, and PDF)

### Task 9. Bidding/Construction Support/As-Built Drawings

#### Task 9.1

- We will provide bid support services that consist of assisting the County in responding to all Requests for Information (RFI's) during the project advertisement phase.

#### Task 9.2

- We will include services for engineering construction support. These services will include assisting the County with responding to all Requests for Information (RFI), altering project plans to address any design flaws or inconsistencies, attendance at the preconstruction meeting, review demolition plans, review shop drawings, and provide consultation for the construction contractor.

#### Task 9.3

- We will modify the final Mylar plans to show the final location and layout of all piping and conduits, structures, and other facilities. The as-built record drawings will reflect change orders, accommodations, and adjustments to all improvements constructed.

#### DELIVERABLES:

- Responses to RFI's (Hard copy in 8 ½ x11 format, and PDF)
- Reviewed submittals (Hard copy in 8 ½ x11 format, and PDF)
- Record Drawings (Mylar hard copy and PDF)

## Appendix II - Scope of Services

### Optional Tasks

#### Task A1. Environmental Services (JB Anderson)

Our team is prepared to assist the County Planning Department with obtaining environmental clearance for the construction of this project. A detailed scope of services can be provided based on the specifics of the assignment. A general scope of services for this work is as follows:

- Collect and review background data relevant to the project and also contact, and if applicable, meet with public agencies that have project review and/or permitting responsibilities.
- Prepare an Initial Study/Proposed Mitigated Negative Declaration (IS/MND) according to CEQA Guidelines and the California Department of Public Health requirements.
- At the conclusion of the 30-day Initial Study/Mitigated Negative Declaration public review and comment period, meet with the District's Project Team to review the comment letters received and discuss appropriate actions and responses to the Initial Study comments received.
- Prepare a Mitigation Monitoring and Reporting Program for the project.
- Prepare for, attend and present the environmental findings at a public hearing before the District's Board of Directors.
- Prepare and submit the Notice of Determination.
- Provide consistent and open communications throughout the project.

#### Task A2. Grant Writing Services (California Consulting, Blackwater, Cogdill Associates)

Our team is prepared to assist the County with obtaining CWSRF funding for the construction of this project. A detailed grant writing scope of services can be provided based on the specifics of the assignment. A general scope of services for this work is as follows:

- Create a task timeline with due dates.
- Ensure the proposed project meets the grant agency's requirements.
- Review similar successful grant applications and apply where possible.
- Collect information on the project.
- Meet with staff to create an accurate scope of work, budget, timeline, narratives, and cost analysis.
- Obtain letters of support when necessary.
- Draft proposals and send to staff for review.
- Incorporate staff edits in final drafts.
- Submit completed application timely.
- Monitor funding agency until grant awards are announced.

#### Task A3. Lift Station Design (Blackwater, Miller-Pezzoni)

Based on our initial analysis of the City's Wastewater Master Plan and our checking of select manhole depths in the three neighborhoods, we do not believe lift stations will be necessary. However, if one or more lift stations become necessary due to unforeseen design issues, our team is prepared to design them.

##### Task A3.1 Data Collection and Review

- 1.1 Collect and Review Record Data, Reports, As-builts - Consultant will also coordinate with the owners of buried utilities in the vicinity of the site and request record drawings that reflect the approximate locations of these utilities. The collected information will be shown on the base drawing for the site.
- 1.2 Field Investigation: Topographic Survey, Geotechnical - Client will provide a topographic survey of the site and existing gravity sewer as a base drawing for the design documents. Surveys will identify visible surface features including constructed improvements, trees, fences, valves, pipes, visible utilities, and gravity sewer invert elevations. This task does not expect that a boundary or property survey will be required. Consultant will contract a geotechnical investigation that includes one exploratory boring at the new site to gather subsurface soil and groundwater information. A geotechnical report will be completed that summarizes the soil conditions, laboratory test results, backfill and bedding requirements, and assessment of the on-site material as backfill and bedding.

#### DELIVERABLES

- Geotechnical report. Information reviewed and obtained will be incorporated into the design documents.

## Appendix II - Scope of Services

### Task A3.2 Pump Station Pre-Design

- 2.1 Preliminary Design Evaluation (35% Design) - Consultant will review record information and consider input provided by the Client and Owner (Stanislaus County/City of Modesto) for requirements, recommendations, and preference items for the new pump station design. The evaluation and 35% design will include:
  - Sizing of submersible pumps and drives
  - Pump station pressure and flow control
  - Pipe and valve sizing and materials
  - Pump station power supply
  - Pump station layout
  - Site grading and paving limits, including site access
  - Site piping layout
  - Rerouting of existing gravity sewer system to the new site
  - Preliminary process and instrumentation diagram
  - SCADA integration
  - Provisions for back-up power and site security
  - Cost estimate
  - Standardization, to the greatest extent possible, with other existing County/City pump stations
  - Options and cost considerations for maintaining sewer conveyance during construction.
- 2.2 Progress Meeting - A meeting will be conducted with Client and Owner to discuss and receive comments regarding the TM. Consultant will take notes and document the meetings discussion points and distribute the minutes to the participants. Decisions and determinations made at the review meeting will be the basis for proceeding with the design of the new pump station.

#### DELIVERABLES:

- The results of this preliminary design will be summarized in a technical memorandum (TM).

### Task A3.3 Design Documents

The design documents will consist of plans and technical specifications. Plans will be prepared in AutoCAD format and technical specifications will be provided in CSI format.

- The detailed final design documents will address the following improvements:
  - Upstream and Downstream sewer piping and connections – Rerouting of the existing piping into the new pump station site and connections to wet well and discharge structures.
  - Civil Site Design - Site utilities including drainage facilities. Site grading and paving improvements. Site lighting, access, and security.
  - Pump Station Civil and Mechanical Design - New pump station wet well. New pumps capable of matching existing influent sewage flow rates with provisions to accommodate future growth flows. New valves, gates, piping and valve vault, flow meter and metering vault.
  - Electrical - Design of electrical power service and distribution system. Provisions for and on-site generator for back-up power. Telemetry equipment to provide communication between the pump station and the County/City control location. Associated electrical and instrumentation improvements.
  - Project Specifications - Consultant will prepare technical specifications for the project (consisting of Division 1 through Division 16) and specification "front end" sections for bidding, contract, general conditions, and special provisions. Technical specifications adhering to CSI format using MS Word.
- 3.1 Consultant will provide progress submittals at 60 percent and 90 percent design levels. Progress submittals will be 3 sets of half-size and one full size set, accompanying electronic drawings and specifications with preliminary cost estimate for construction.
- 3.2 Consultant will deliver 3 sets of half-size and one set of final, full-size drawings and one photo-ready set of specifications both, signed and sealed by a registered professional engineer, specifications and complete bid documents, and engineer's estimate.

#### DELIVERABLES

- 60 Percent, 90 Percent, and 100 Percent design level documents for a complete bid document for advertisement for construction.

## Appendix II - Scope of Services

### Task A3.4 Bidding Services

- 4.1 Respond to RFIs - The Consultant will act as the main point of contact and take inquiries and technical questions from the prospective contractors during bidding. Consultant will maintain a log of questions and responses.
- 4.2 Addenda - We will prepare up to two addenda, if required. Consultant will assist the Client as needed for project advertising, distribution of contract documents to bidders, plan rooms and vendors, and maintaining plan holders lists and RFI logs.

#### DELIVERABLES:

- Responses to written requests for information during bidding
- Addenda to contract documents

### Task A3.5 Engineering Services During Construction

Engineering services during construction will be provided under this task. These services are limited to the typical office services such as submittal review, site visits, progress meeting attendance, and development of record drawings.

- 5.1 Attend Pre-Construction Conference. Consultant will schedule and conduct a pre-construction conference with the Client, Contractor, and other stakeholders.
- 5.2 Submittal Review. Consultant will receive and review contractor's submittals for compliance with the contract documents. Submittals and responses will be recorded and original documents will be provided to the Client (assumes 25 submittals).
- 5.3 Prepare Design Clarifications. Consultant will receive and respond to design questions from the contractor. Responses will be coordinated with the Client and recorded. (Assumes 6 RFIs).
- 5.4 Attend Progress Meetings. (Assumes 4 meetings).
- 5.5 Record Drawings. Consultant will prepare, in accordance with County/City Standards, record drawings showing changes made during the construction process, based on the marked-up prints, drawings, and other data provided by the Client and Contractor.

### Task A3.6 Project Management and Administration

- 6.1 Manage allocation of Consultants resources and staff.
- 6.2 Administration, Invoicing, records, and overhead.

Any additional services not specifically noted in this scope of work requested by the Client may be provided by the Consultant on a time and materials basis per the Consultants current rate schedule or at a fixed fee agreed upon by both parties.

#### Optional Task A3 Exclusions:

- Environmental documents
- Boundary or property survey
- Building design

## Task Outline

### TASK 1 - PROJECT MANAGEMENT

- 1.1 KICK-OFF MEETING
- 1.2 PROJECT MANAGEMENT
- 1.3 QA/QC
- 1.4 MONTHLY PROGRESS REPORTS
- 1.5 PROJECT DEVELOPMENT TEAM (PDT) MEETINGS (ASSUMES 15 MTGS)

### TASK 2 - PUBLIC OUTREACH

- 2.1 IDENTIFICATION OF STAKEHOLDERS
- 2.2 PUBLICITY
- 2.3 PROJECT NEWSLETTERS (ASSUMES 2 NEWSLETTERS)
- 2.4 PRE-CONSTRUCTION PUBLIC MEETINGS (ASSUMES 2 MTGS)

### TASK 3 - GEOTECHNICAL INVESTIGATIONS

- 3.1 PRELIMINARY, REVIEW, AND COORDINATION
- 3.2 SUBSURFACE EXPLORATION
- 3.3 LABORATORY TESTING
- 3.4 GEOTECHNICAL REPORT



## Appendix II - Scope of Services

### TASK 4 - TOPOGRAPHIC SURVEY, RIGHT-OF-WAY, AND CONSTRUCTION STAKING

- 4.1 ESTABLISH CONTROL
- 4.2 TOPOGRAPHIC SURVEY
- 4.3 RIGHT-OF-WAY MAPPING
- 4.4 PRE-CONSTRUCTION RECORD-OF-SURVEY
- 4.5 LEGAL DESCRIPTIONS & PLATS
- 4.6 CONSTRUCTION STAKING
- 4.7 POST-CONSTRUCTION RECORD-OF-SURVEY

### TASK 5 - UTILITY DESIGN AND COORDINATION

- 5.1 COORDINATION WITH UTILITY COMPANIES, INCLUDING LETTERS A & B
- 5.2 POTHOLING SERVICE (ASSUMES 5 POTHOLES)
- 5.3 CONFLICT RESOLUTION
- 5.4 COORDINATE ANY REQUIRED UTILITY RELOCATIONS

### TASK 6 - COMPREHENSIVE ENGINEERING SERVICES

- 6.1 SEWER DESIGN
- 6.2 UTILITY RELOCATION DESIGN
- 6.3 TRENCH & PAVEMENT REPLACEMENT DESIGN
- 6.4 EROSION CONTROL DESIGN

### TASK 7 - PS&E

- 7.1 30% PS&E
- 7.2 60% PS&E
- 7.3 90% PS&E
- 7.4 100% PS&E

### TASK 8 - RIGHT OF WAY SERVICES

- 8.1 DETERMINE RIGHT-OF-WAY REQUIRED
- 8.2 APPRAISAL/APPRaisal REVIEW
- 8.3 ACQUISITION/NEGOTIATION
- 8.4 COORDINATION/PROCESSING

### TASK 9 - BIDDING/CONSTRUCTION SUPPORT/AS-BUILT DRAWINGS

- 9.1 BID SUPPORT SERVICES
- 9.2 ENGINEERING CONSTRUCTION SUPPORT
- 9.3 AS-BUILT PLANS

### OPTIONAL TASKS

#### TASK A1 - ENVIRONMENTAL SERVICES

#### TASK A2 - GRANT WRITING SERVICES

#### TASK A3 - LIFT STATION DESIGN

- A3.1 DATA COLLECTION & REVIEW
- A3.2 PUMP STATION PRE-DESIGN
- A3.3 DESIGN DOCUMENTS
- A3.4 BIDDING SUPPORT
- A3.5 ENGINEERING SERVICES DURING CONSTRUCTION
- A3.6 PROJECT MANAGEMENT & ADMINISTRATION

## Limitations

### Client to Provide:

- All agency fees
- USA requests, if appropriate
- Front end documents boilerplate
- Inspection and construction management services

As stated in the Request for Proposal document, appendices will not be counted as a part of the 20-page response limit.

## Appendix II - Scope of Services

### Limitations:

- No detailed traffic control plan is included (typical details for traffic control are included). Specifications will require the contractor to prepare a detailed traffic control plan.
- No Storm Water Pollution Prevention Plan (SWPPP) has been included, but can be added at the client's request. Specifications will require the contractor to prepare the SWPPP.
- Plans will be based on County Improvement Standard Plans and Specifications, City of Modesto Improvement Standard Plans and Specifications, and Caltrans Standard Plans and Specifications.
- No landscaping or irrigation design is included but can be added at the client's request.
- No retaining wall design is included but can be added as the client's request.
- Excludes attendance at regular (i.e. weekly, monthly) construction meetings.
- Title Company and Escrow Fees.
- Recording Fees.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

## **EXHIBIT B**

### **Insurance Requirements for Professional Services**

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and **Employer's Liability Insurance** with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

#### ***Application of Excess Liability Coverage***

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

#### ***Other Insurance Provisions***

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



***Additional Insured Status***

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy and the Auto Liability 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 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***

The Vendor (Consultant) shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, cancellation, any reduction in coverage or in limits of the required policy or policies.

***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]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: Kevin Watson

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 12/21/17

Vendor: O'Dell Engineering

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

O'Dell Engineering  
West Modesto Sewer Infrastructure Project  
Stanislaus County  
December 19, 2017

ID	Task Name	Duration	Start	Finish	Predecessors	2018				2019				2020				2021			
						Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
1	<b>1.0 Project Management</b>	1 day	Mon 1/29/18	Mon 1/29/18																	
2	1.1 Kick-Off Meeting	1 day	Mon 1/29/18	Mon 1/29/18																	
3	<b>2.0 Topographic Survey</b>	16 days	Tue 1/30/18	Tue 2/20/18																	
4	2.1 Establish Control	1 day	Tue 1/30/18	Tue 1/30/18	2																
5	2.2 Topographic Survey	15 days	Wed 1/31/18	Tue 2/20/18	4																
6	<b>3.0 Utility Design and Coordination</b>	46 days	Tue 1/30/18	Tue 4/3/18																	
7	3.1 Project Development Team (PDT) Meeting	1 day	Tue 1/30/18	Tue 1/30/18	2																
8	3.2 Coordination with Utility Companies	45 days	Wed 1/31/18	Tue 4/3/18	7																
9	3.3 Potholing Service	15 days	Wed 1/31/18	Tue 2/20/18	7																
10	3.4 Conflict Resolution	5 days	Wed 2/21/18	Tue 2/27/18	9																
11	3.5 Hydraulic Calculations	5 days	Wed 2/28/18	Tue 3/6/18	10																
12	3.6 Coordinate Any Required Utility Relocations	5 days	Wed 3/7/18	Tue 3/13/18	11																
13	3.7 Project Development Team (PDT) Meeting	1 day	Wed 3/14/18	Wed 3/14/18	12																
14	<b>4.0 Comprehensive Engineering Services</b>	22 days	Wed 2/21/18	Thu 3/22/18																	
15	4.1 Project Development Team (PDT) Meeting	1 day	Wed 2/21/18	Wed 2/21/18	5																
16	4.2 Sewer Design	20 days	Thu 2/22/18	Wed 3/21/18	15																
17	4.3 Utility Relocation Design	20 days	Thu 2/22/18	Wed 3/21/18	15																
18	4.4 Trench & Pavement Replacement Design	20 days	Thu 2/22/18	Wed 3/21/18	15																
19	4.5 Signing & Striping Replacement Design	20 days	Thu 2/22/18	Wed 3/21/18	15																
20	4.6 Erosion Control Design	20 days	Thu 2/22/18	Wed 3/21/18	15																
21	4.7 Project Development Team (PDT) Meeting	1 day	Thu 3/22/18	Thu 3/22/18	20																
22	<b>5.0 Design - 30% PS&amp;E</b>	24 days	Fri 3/23/18	Wed 4/25/18																	
23	5.1 Project Development Team (PDT) Meeting	1 day	Fri 3/23/18	Fri 3/23/18	21																
24	5.2 30% PS&E	10 days	Mon 3/26/18	Fri 4/6/18	23																
25	5.3 QA/QC	2 days	Mon 4/9/18	Tue 4/10/18	24																
26	5.4 Submittal and County/City Review	10 days	Wed 4/11/18	Tue 4/24/18	25																
27	5.5 Project Development Team (PDT) Meeting	1 day	Wed 4/25/18	Wed 4/25/18	26																
28	<b>6.0 Public Outreach</b>	252 days	Thu 4/26/18	Fri 4/12/19																	
29	6.1 Project Development Team (PDT) Meeting	1 day	Thu 4/26/18	Thu 4/26/18	27																
30	6.2 Prepare Mailing Lists	8 days	Fri 4/27/18	Tue 5/8/18	29																
31	6.3 Pre-Construction Public Meeting (2 Meetings)	2 days	Mon 5/14/18	Thu 5/24/18																	
32	6.4 Project Newsletters (Assumes 2 newsletters)	10 days	Mon 2/4/19	Fri 4/12/19	63SS																
33	<b>7.0 Right-of-Way Services</b>	66 days	Fri 5/25/18	Fri 8/24/18																	
34	7.1 Project Development Team (PDT) Meeting	1 day	Fri 5/25/18	Fri 5/25/18	31																
35	7.2 Determine Right-of-Way Required	5 days	Mon 5/28/18	Fri 6/1/18	34																
36	7.3 Legal Descriptions & Plats	10 days	Mon 6/4/18	Fri 6/15/18	35																
37	7.4 Appraisal/Appraisal Review	10 days	Mon 6/18/18	Fri 6/29/18	36																
38	7.5 Acquisition/Negotiation	20 days	Mon 7/2/18	Fri 7/27/18	37																
39	7.6 Coordination/Processing	20 days	Mon 7/30/18	Fri 8/24/18	38																
40	<b>8.0 Geotechnical Investigations</b>	20 days	Fri 5/25/18	Thu 6/21/18																	
41	8.1 Geotechnical Investigation	15 days	Fri 5/25/18	Thu 6/14/18	31																

Task  Task Duration 



O'Dell Engineering  
West Modesto Sewer Infrastructure Project  
Stanislaus County  
December 19, 2017

ID	Task Name	Duration	Start	Finish	Predecessors	2018				2019				2020				2021			
						Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4
42	8.2 Prepare Report	5 days	Fri 6/15/18	Thu 6/21/18	41																
43	9.0 Design - 60% PS&E	33 days	Fri 5/25/18	Tue 7/10/18																	
44	9.1 Project Development Team (PDT) Meeting	1 day	Fri 5/25/18	Fri 5/25/18	31																
45	9.2 60% PS&E	13 days	Mon 5/28/18	Wed 6/13/18	44																
46	9.3 QA/QC	3 days	Thu 6/14/18	Mon 6/18/18	45																
47	9.4 Project Development Team (PDT) Meeting	1 day	Tue 6/19/18	Tue 6/19/18	46																
48	9.5 Submittal and County/City Review	15 days	Wed 6/20/18	Tue 7/10/18	47																
49	10.0 Design - 90% PS&E	37 days	Wed 7/11/18	Thu 8/30/18																	
50	10.1 Project Development Team (PDT) Meeting	1 day	Wed 7/11/18	Wed 7/11/18	48																
51	10.2 90% PS&E	20 days	Thu 7/12/18	Wed 8/8/18	50																
52	10.3 QA/QC	5 days	Thu 8/9/18	Wed 8/15/18	51																
53	10.4 Project Development Team (PDT) Meeting	1 day	Thu 8/16/18	Thu 8/16/18	52																
54	10.5 Submittal and County/City Review	10 days	Fri 8/17/18	Thu 8/30/18	53																
55	11.0 Design - 100% PS&E	22 days	Fri 8/31/18	Mon 10/1/18																	
56	11.1 Project Development Team (PDT) Meeting	1 day	Fri 8/31/18	Fri 8/31/18	54																
57	11.2 100% PS&E	15 days	Mon 9/3/18	Fri 9/21/18	56																
58	11.3 QA/QC	5 days	Mon 9/24/18	Fri 9/28/18	57																
59	11.4 Project Development Team (PDT) Meeting	1 day	Mon 10/1/18	Mon 10/1/18	58																
60	11.5 Final Submittal	0 days	Mon 10/1/18	Mon 10/1/18	59																
61	12.0 Bidding/Construction Period Services	845 days	Mon 10/1/18	Fri 12/24/21																	
62	12.1 Bid Support Services	40 days	Mon 10/1/18	Fri 11/23/18																	
63	12.2 Construction Staking	20 days	Mon 2/4/19	Fri 3/1/19																	
64	12.3 Project Development Team (PDT) Meeting	1 day	Mon 2/4/19	Mon 2/4/19	63SS																
65	12.4 Engineering Construction Support	390 days	Mon 2/4/19	Fri 12/3/21	64SS																
66	12.5 As-Built Plans	45 days	Mon 8/5/19	Fri 12/24/21																	

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



Project Fees by Task																										
PROJECT: West Modesto Sewer Infrastructure Project																										
CLIENT: Stanislaus County																										
DATE: Dec. 5, 2017																										
		O'Dell Engineering																	Subcons.							
7. SPENCER/MARSHALL		Principal	Senior Civil Engineer	Engineer 2	Assistant Engineer 2	Utility Engineer	BIM/3D Scanning Manager	BIM/3D Scanning Technician	Survey Crew 1-man (prevailing wage)	Senior Surveyor 2	Surveyor 2	Assistant Surveyor 2	Survey Crew 2-man (prevailing wage)	Landscape Designer	Admin	Direct Costs	O'Dell Hours	O'Dell Subtotal	Crawford	Blackwater	Badger	Michael Baker	Cogdill	Subconsultant Subtotal	Task Total Fee	
		\$210.00	\$179.00	\$147.00	\$121.00	\$147.00	\$180.00	\$130.00	\$180.00	\$180.00	\$130.00	\$110.00	\$290.00	\$110.00	\$80.00											
TASK 1 - PROJECT MANAGEMENT																	184	\$30,436	\$0	\$0	\$0	\$0	\$0	\$0	\$30,436	
1.1	Kick-Off Meeting	4	2	4													10	\$1,788							\$1,788	
1.2	Project Management	4	40														44	\$8,000							\$8,000	
1.3	Project Management Plan, incl Monthly Progress Reports	4	6	24	4										4		42	\$8,246							\$8,246	
1.4	QA/QC	4	8	16													28	\$4,824							\$4,824	
1.5	Project Development Team (PDT) meetings (assumes 15 mtgs)		30	30													60	\$9,780							\$9,780	
TASK 2 - PUBLIC OUTREACH																	93	\$12,285	\$0	\$0	\$0	\$0	\$0	\$0	\$12,285	
2.1	Identification of Stakeholders / Database development/upkeep	2												12			14	\$1,740							\$1,740	
2.2	Publicity	4												12			16	\$2,160							\$2,160	
2.3	Project Newsletters (Assumes 2 newsletters)	4	1											24			29	\$3,659							\$3,659	
2.4	Pre-Construction Public Meetings and prep (Assumes 2 mtgs)	6	4											24		\$100.00	34	\$4,728							\$4,728	
TASK 3 - GEOTECHNICAL INVESTIGATIONS																	2	\$358	\$36,388	\$0	\$0	\$0	\$0	\$36,388	\$36,746	
3.1	Preliminary, Review, and Coordination		1														1	\$179	\$4,524					\$4,524	\$4,703	
3.2	Subsurface Exploration																0	\$0	\$17,102					\$17,102	\$17,102	
3.3	Laboratory Testing / Engineering Analysis																0	\$0	\$9,779					\$9,779	\$9,779	
3.4	Geotechnical Report		1														1	\$179	\$4,983					\$4,983	\$5,162	
TASK 4 - TOPOGRAPHIC SURVEY, RIGHT-OF-WAY, AND CONSTRUCTION STAKING																	205	\$37,869	\$0	\$0	\$0	\$5,577	\$0	\$5,577	\$43,446	
4.1	Establish Control	2							5	2		3	8			\$171.80	18	\$3,899						\$0	\$3,899	
4.2	Topographic Survey	2					6	49	5	5		2	5		1		70	\$10,300				\$5,577	\$5,577	\$15,877		
4.3	Right-of-Way Mapping	2							3	5							10	\$1,550						\$0	\$1,550	
4.4	Pre-Construction Record-of-Survey	2							2	8		3	6				21	\$3,850						\$0	\$3,850	
4.5	Legal Descriptions & Plats	2							5			7					14	\$1,990						\$0	\$1,990	
4.6	Construction Staking	4								18			36				58	\$13,620						\$0	\$13,620	
4.7	Post-Construction Record-of-Survey	4								2	4	1	3				14	\$2,680						\$0	\$2,680	
TASK 5 - UTILITY DESIGN AND COORDINATION																	88	\$13,696	\$0	\$0	\$2,505	\$0	\$0	\$2,505	\$16,201	
5.1	Coordination with Utility Companies, including Letters A & B		2			16											18	\$2,710						\$0	\$2,710	
5.2	Potholing Service (Assumes 3 Potholes)		2							4			4				10	\$2,036			\$2,505			\$2,505	\$4,543	
5.3	Conflict Resolution		2			24											26	\$3,888						\$0	\$3,888	
5.4	Coordinate Any Required Utility Relocations		2			32											34	\$5,062						\$0	\$5,062	
TASK 6 - COMPREHENSIVE ENGINEERING SERVICES																	108	\$14,820	\$0	\$0	\$0	\$0	\$0	\$0	\$14,820	
6.1	Sewer Design		4	24	16												44	\$9,180						\$0	\$9,180	
6.2	Utility Relocation Design		2	16	16												34	\$4,646						\$0	\$4,646	
6.3	Trench & Pavement Replacement Design			8	8												16	\$2,144						\$0	\$2,144	
6.4	Erosion Control Design			6	6												14	\$1,850						\$0	\$1,850	
TASK 7 - PS&E																	430	\$58,362	\$0	\$0	\$0	\$0	\$0	\$0	\$58,362	
7.1	30% PS&E		12	48	60												140	\$18,884						\$0	\$18,884	
7.2	60% PS&E		16	44	100												180	\$21,432						\$0	\$21,432	
7.3	90% PS&E		12	24	40												76	\$10,516						\$0	\$10,516	
7.4	100% PS&E		10	16	28												54	\$7,530						\$0	\$7,530	
TASK 8 - RIGHT OF WAY SERVICES (PER PARCEL)																	18	\$2,966	\$0	\$3,080	\$0	\$0	\$550	\$3,630	\$6,596	
8.1	Determine Right-of-Way Required		2	8													10	\$1,534						\$0	\$1,534	
8.2	Appraisal/Appraisal Review		2														2	\$358					\$550	\$550	\$908	
8.3	Acquisition/Negotiation		2														2	\$358		\$3,080				\$3,080	\$3,438	
8.4	Coordination/Processing		4														4	\$716						\$0	\$716	
TASK 9 - BIDDING/CONSTRUCTION SUPPORT/AS-BUILT DRAWINGS																	78	\$12,068	\$0	\$0	\$0	\$0	\$0	\$0	\$12,068	
9.1	Bid Support Services		4	12													16	\$2,480						\$0	\$2,480	
9.2	Engineering Construction Support		8	24	6												38	\$5,696						\$0	\$5,696	
9.3	As-Built Plans		2	6	16											\$580.00	24	\$3,902						\$0	\$3,902	
TOTAL O'DELL HOURS		50	181	310	322	72	6	49	5	19	39	16	60	72	5	\$931.60	1206									
TOTAL O'DELL COST		\$10,500	\$32,399	\$45,570	\$36,962	\$10,584	\$960	\$6,370	\$900	\$3,040	\$5,070	\$1,760	\$17,400	\$7,920	\$400	\$832		\$182,860	\$36,388	\$3,080	\$2,505	\$5,577	\$550	\$48,100		
GRAND TOTAL COST		\$230,959.46																								



Project Fees by Task																													
PROJECT: West Modesto Sewer Infrastructure Project																													
CLIENT: Stanislaus County																													
DATE: Dec. 5, 2017																													
		O'Dell Engineering																	Subcons.										
9. ROUSE/COLORADO		Principal	Senior Civil Engineer	Engineer 2	Assistant Engineer 2	Utility Engineer	BIM3D Scanning Manager	BIM3D Scanning Technician	Survey Crew 1-man (prevailing wage)	Senior Surveyor 2	Surveyor 2	Assistant Surveyor 2	Survey Crew 2-man (prevailing wage)	Landscape Designer	Admin	Direct Costs	O'Dell Hours	O'Dell Subtotal	Crawford	Blackwater	Badger	Michael Baker	Cogdill	Subconsultant Subtotal	Task Total Fee				
		\$210.00	\$179.00	\$147.00	\$121.00	\$147.00	\$180.00	\$130.00	\$180.00	\$180.00	\$130.00	\$110.00	\$290.00	\$110.00	\$80.00														
TASK 1 - PROJECT MANAGEMENT																	214	\$35,678	\$0	\$0	\$0	\$0	\$0	\$0	\$35,678				
1.1	Kick-Off Meeting	4	2	4													10	\$1,786						\$0	\$1,786				
1.2	Project Management	4	58														60	\$10,864						\$0	\$10,864				
1.3	Project Management Plan, incl Monthly Progress Reports	4	12	24	4										4		48	\$7,320						\$0	\$7,320				
1.4	QA/QC	4	12	20													38	\$5,828						\$0	\$5,828				
1.5	Project Development Team (PDT) meetings (assumes 15 mgs)		30	30													60	\$9,780						\$0	\$9,780				
TASK 2 - PUBLIC OUTREACH																	93	\$12,285	\$0	\$0	\$0	\$0	\$0	\$0	\$12,285				
2.1	Identification of Stakeholders	2												12			14	\$1,740						\$0	\$1,740				
2.2	Publicity	4												12			16	\$2,160						\$0	\$2,160				
2.3	Project Newsletters (Assumes 2 newsletters)	4	1											24			29	\$3,659						\$0	\$3,659				
2.4	Pre-Construction Public Meetings (Assumes 2 mgs)	6	4											24		\$100.00	34	\$4,726						\$0	\$4,726				
TASK 3 - GEOTECHNICAL INVESTIGATIONS																	2	\$358	\$47,975	\$0	\$0	\$0	\$0	\$47,975	\$48,333				
3.1	Preliminary, Review, and Coordination		1														1	\$178	\$8,518					\$8,518	\$8,697				
3.2	Subsurface Exploration																0	\$0	\$21,751					\$21,751	\$21,751				
3.3	Laboratory Testing / Engineering Analysis																0	\$0	\$13,178					\$13,178	\$13,178				
3.4	Geotechnical Report		1														1	\$179	\$8,529					\$8,529	\$8,708				
TASK 4 - TOPOGRAPHIC SURVEY, RIGHT-OF-WAY, AND CONSTRUCTION STAKING																	558	\$102,668	\$0	\$0	\$0	\$15,873	\$0	\$15,873	\$118,541				
4.1	Establish Control	4						15	8		8	18				\$444.00	52	\$11,198						\$0	\$11,198				
4.2	Topographic Survey	4					16	138	13		4	13			3		191	\$27,870				\$15,873		\$15,873	\$43,743				
4.3	Right-of-Way Mapping	4							9	15							28	\$4,230						\$0	\$4,230				
4.4	Pre-Construction Record-of-Survey	4							6	22	9	18					59	\$10,870						\$0	\$10,870				
4.5	Legal Descriptions & Plats	4							16		21						41	\$5,710						\$0	\$5,710				
4.6	Construction Staking	6								51			102				159	\$37,470						\$0	\$37,470				
4.7	Post-Construction Record-of-Survey	2								4	11	2	9				28	\$5,320						\$0	\$5,320				
TASK 5 - UTILITY DESIGN AND COORDINATION																	87	\$13,517	\$0	\$0	\$4,175	\$0	\$0	\$4,175	\$17,692				
5.1	Coordination with Utility Companies, including Letters A & B		1			16											17	\$2,531						\$0	\$2,531				
5.2	Potholing Service (Assumes 3 Potholes)		2								4		4				10	\$2,038			\$4,175			\$4,175	\$8,213				
5.3	Conflict Resolution		2			24											26	\$3,886						\$0	\$3,886				
5.4	Coordinate Any Required Utility Relocations		2			32											34	\$5,062						\$0	\$5,062				
TASK 6 - COMPREHENSIVE ENGINEERING SERVICES																	126	\$17,582	\$0	\$0	\$0	\$0	\$0	\$0	\$17,582				
6.1	Sewer Design		8	40	20												68	\$9,374						\$0	\$9,374				
6.2	Utility Relocation Design		2	20	12												34	\$4,750						\$0	\$4,750				
6.3	Trench & Pavement Replacement Design			8	8												16	\$2,144						\$0	\$2,144				
6.4	Erosion Control Design			4	6												10	\$1,314						\$0	\$1,314				
TASK 7 - PS&E																	996	\$134,404	\$0	\$0	\$0	\$0	\$0	\$0	\$134,404				
7.1	30% PS&E		24	96	180												280	\$37,768						\$0	\$37,768				
7.2	60% PS&E		32	112	240												384	\$51,232						\$0	\$51,232				
7.3	90% PS&E		24	72	120												216	\$29,400						\$0	\$29,400				
7.4	100% PS&E		16	40	80												112	\$16,004						\$0	\$16,004				
TASK 8 - RIGHT OF WAY SERVICES (PER PARCEL)																	19	\$3,081	\$0	\$3,080	\$0	\$0	\$550	\$3,630	\$6,711				
8.1	Determine Right-of-Way Required		2	10													12	\$1,828						\$0	\$1,828				
8.2	Appraisal/Appraisal Review																1	\$179					\$550	\$550	\$729				
8.3	Acquisition/Negotiation		2														2	\$358		\$3,080				\$3,080	\$3,438				
8.4	Coordination/Processing		4														4	\$716						\$0	\$716				
TASK 9 - BIDDING/CONSTRUCTION SUPPORT/AS-BUILT DRAWINGS																	63	\$13,787	\$0	\$0	\$0	\$0	\$0	\$0	\$13,787				
9.1	Bid Support Services		4	12													18	\$2,480						\$0	\$2,480				
9.2	Engineering Construction Support		10	24	8												40	\$8,044						\$0	\$8,044				
9.3	As-Built Plans		1	8	20											\$1,620.00	27	\$5,283						\$0	\$5,283				
TOTAL O'DELL HOURS		60	254	622	656	72	16	138	15	54	103	45	164	72	7	\$2,164.00	2178												
TOTAL O'DELL COST		\$12,600	\$45,466	\$78,734	\$79,376	\$10,584	\$2,560	\$17,346	\$2,700	\$8,640	\$13,350	\$4,950	\$47,560	\$7,920	\$540	\$2,164	\$333,360												
TOTAL SUB COST																			\$47,975	\$3,080	\$4,175	\$15,873	\$550	\$71,693					
GRAND TOTAL COST																									\$405,013.30				



Project Fees by Task																										
PROJECT: West Modesto Sewer Infrastructure Project																										
CLIENT: Stanislaus County																										
DATE: Dec. 8, 2017																										
		O'Dell Engineering																	Subcons.							
21. BEVERYWAVERLY		Principal	Senior Civil Engineer	Engineer 2	Assistant Engineer 2	Utility Engineer	BIM/3D Scanning Manager	BIM/3D Scanning Technician	Survey Crew 1-man (prevailing wage)	Senior Surveyor 2	Surveyor 2	Assistant Surveyor 2	Survey Crew 2-man (prevailing wage)	Landscape Designer	Admin	Direct Costs	O'Dell Hours	O'Dell Subtotal	Crawford	Blackwater	Badger	Michael Baker	Cogdill	Subconsultant Subtotal	Task Total Fee	
		\$210.00	\$179.00	\$147.00	\$121.00	\$147.00	\$180.00	\$130.00	\$180.00	\$180.00	\$130.00	\$110.00	\$290.00	\$110.00	\$80.00											
TASK 1 - PROJECT MANAGEMENT																		266	\$44,784	\$0	\$0	\$0	\$0	\$0	\$0	\$44,784
1.1	Kick-Off Meeting	4	2	4														10	\$1,788						\$0	\$1,788
1.2	Project Management	8	80															88	\$18,000						\$0	\$18,000
1.3	Project Management Plan, incl Monthly Progress Reports	6	6	24	4										4			44	\$8,886						\$0	\$8,886
1.4	QA/QC	8	20	36														64	\$10,552						\$0	\$10,552
1.5	Project Development Team (PDT) meetings (assumes 15 mtgs)		30	30														60	\$9,780						\$0	\$9,780
TASK 2 - PUBLIC OUTREACH																		93	\$12,285	\$0	\$0	\$0	\$0	\$0	\$0	\$12,285
2.1	Identification of Stakeholders	2												12				14	\$1,740						\$0	\$1,740
2.2	Publicity	4												12				18	\$2,160						\$0	\$2,160
2.3	Project Newsletters (Assumes 2 newsletters)	4	1											24				29	\$3,859						\$0	\$3,859
2.4	Pre-Construction Public Meetings (Assumes 2 mtgs)	6	4											24		\$100.00		34	\$4,728						\$0	\$4,728
TASK 3 - GEOTECHNICAL INVESTIGATIONS																		2	\$358	\$60,084	\$0	\$0	\$0	\$0	\$60,084	\$60,442
3.1	Preliminary, Review, and Coordination		1															1	\$179		\$8,518				\$8,518	\$8,697
3.2	Subsurface Exploration																	0	\$0		\$31,347				\$31,347	\$31,347
3.3	Laboratory Testing / Engineering Analysis																	0	\$0		\$15,620				\$15,620	\$15,620
3.4	Geotechnical Report		1															1	\$179		\$8,600				\$8,600	\$8,779
TASK 4 - TOPOGRAPHIC SURVEY, RIGHT-OF-WAY, AND CONSTRUCTION STAKING																		789	\$141,006	\$0	\$0	\$0	\$21,450	\$0	\$21,450	\$162,456
4.1	Establish Control	8							20	8		12	24			\$880.00		72	\$15,568						\$0	\$15,568
4.2	Topographic Survey	8					22	186		18		8	18		4			262	\$38,480				\$21,450		\$21,450	\$59,910
4.3	Right-of-Way Mapping	4								12	20							36	\$5,360						\$0	\$5,360
4.4	Pre-Construction Record-of-Survey	4								8	30	12	24					78	\$14,300						\$0	\$14,300
4.5	Legal Descriptions & Plats	8								21		28						57	\$8,120						\$0	\$8,120
4.6	Construction Staking	8									70		138					216	\$50,800						\$0	\$50,800
4.7	Post-Construction Record-of-Survey	8								6	15	3	12					44	\$8,400						\$0	\$8,400
TASK 5 - UTILITY DESIGN AND COORDINATION																		96	\$15,376	\$0	\$0	\$8,349	\$0	\$0	\$8,349	\$23,725
5.1	Coordination with Utility Companies, including Letters A & B		2			18												18	\$2,710						\$0	\$2,710
5.2	Potholing Service (Assumes 3 Potholes)		2								8		8					18	\$3,718			\$8,349			\$8,349	\$12,067
5.3	Conflict Resolution		2			24												28	\$3,868						\$0	\$3,868
5.4	Coordinate Any Required Utility Relocations		2			32												34	\$5,082						\$0	\$5,082
TASK 6 - COMPREHENSIVE ENGINEERING SERVICES																		254	\$35,546	\$0	\$0	\$0	\$0	\$0	\$0	\$35,546
6.1	Sewer Design		16	80	40													136	\$19,464						\$0	\$19,464
6.2	Utility Relocation Design		8	40	24													70	\$9,858						\$0	\$9,858
6.3	Trench & Pavement Replacement Design			12	16													26	\$3,700						\$0	\$3,700
6.4	Erosion Control Design			4	16													20	\$2,524						\$0	\$2,524
TASK 7 - PS&E																		1772	\$238,236	\$0	\$0	\$0	\$0	\$0	\$0	\$238,236
7.1	30% PS&E		44	128	320													492	\$65,412						\$0	\$65,412
7.2	60% PS&E		48	144	488													680	\$88,808						\$0	\$88,808
7.3	80% PS&E		44	100	240													384	\$51,618						\$0	\$51,618
7.4	100% PS&E		24	72	120													216	\$29,400						\$0	\$29,400
TASK 8 - RIGHT OF WAY SERVICES (PER PARCEL)																		18	\$2,966	\$0	\$3,080	\$0	\$0	\$550	\$3,630	\$6,596
8.1	Determine Right-of-Way Required		2	8														10	\$1,534						\$0	\$1,534
8.2	Appraisal/Appraisal Review																	2	\$358				\$560		\$560	\$908
8.3	Acquisition/Negotiation																	2	\$358		\$3,080			\$3,080	\$3,438	
8.4	Coordination/Processing		4															4	\$716						\$0	\$716
TASK 9 - BIDDING/CONSTRUCTION SUPPORT/AS-BUILT DRAWINGS																		150	\$25,119	\$0	\$0	\$0	\$0	\$0	\$0	\$25,119
9.1	Bid Support Services		6	12														18	\$2,838						\$0	\$2,838
9.2	Engineering Construction Support		24	40	12													76	\$11,628						\$0	\$11,628
9.3	As-Built Plans		4	12	40											\$3,030.00		58	\$10,653						\$0	\$10,653
TOTAL O'DELL HOURS		80	379	748	1320	72	22	186	20	73	143	81	224	72	8	\$3,030.00	3416									
TOTAL O'DELL COST		\$18,900	\$67,841	\$108,662	\$159,720	\$10,584	\$3,520	\$24,180	\$3,800	\$11,680	\$18,560	\$8,710	\$64,960	\$7,920	\$840	\$3,780		\$512,676								
TOTAL SUB COST																				\$60,084	\$3,080	\$8,349	\$21,450	\$550	\$93,513	
GRAND TOTAL COST																										\$606,189.20



Project Fees by Task																								
PROJECT: West Modesto Sewer Infrastructure Project																								
CLIENT: Stanislaus County																								
DATE: Dec. 5, 2017																								
		O'Dell Engineering															Subcons.							
OPTIONAL		Principal	Senior Civil Engineer	Engineer 2	Assistant Engineer 2	Utility Engineer	BIM3D Scanning Manager	BIM3D Scanning Technician	Survey Crew 1-man (prevailing wage)	Senior Surveyor 2	Surveyor 2	Assistant Surveyor 2	Survey Crew 2-man (prevailing wage)	Admin	Direct Costs	O'Dell Hours	O'Dell Subtotal	Crawford	Miller Pazzoni	Blackwater	California Consulting	Subconsultant Subtotal	Task Total Fee	
		\$210.00	\$179.00	\$147.00	\$121.00	\$147.00	\$160.00	\$130.00	\$180.00	\$160.00	\$130.00	\$110.00	\$290.00	\$80.00										
TASK A1 - ENVIRONMENTAL SERVICES																	0	\$0	\$0	\$0	\$0	\$0		
A1.1	Environmental Services (T&M)															0	\$0					\$0	\$0	
TASK A2 - GRANT WRITING SERVICES																	4	\$716	\$0	\$0	\$13,200	\$13,200	\$13,916	
A2.1	Per Grant Fee (over \$250,000 Grant)		4													4	\$716				\$13,200	\$13,200	\$13,916	
TASK A3 - LIFT STATION DESIGN																	332	\$48,266	\$0	\$14,040	\$10,000	\$0	\$24,040	\$72,306
A3.1	Data Collection & Review		4	12												16	\$2,480		\$1,600	\$0		\$1,600	\$4,080	
A3.2	Pump Station Pre-Design	4	6	20	20	2										52	\$7,568		\$1,600	\$2,000		\$3,600	\$11,168	
A3.3	Design Documents	8	24	80	80	4								4		200	\$28,324		\$6,590	\$5,000		\$11,590	\$39,914	
A3.4	Bidding Support		2	10												12	\$1,828		\$1,650	\$1,000		\$2,650	\$4,478	
A3.5	Engineering Services During Construction		6	16												22	\$3,426		\$2,600	\$2,000		\$4,600	\$8,026	
A3.6	Project Management & Administration	2	20											8		30	\$4,640			\$0		\$0	\$4,640	
TOTAL O'DELL HOURS		14	66	138	180	6	0	0	0	0	0	0	0	12	0	336								
TOTAL O'DELL COST		\$2,940	\$11,814	\$20,286	\$12,100	\$682	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$960	\$0	\$48,982								
TOTAL SUB COST																		\$0	\$14,040	\$10,000	\$13,200	\$37,240		
GRAND TOTAL COST																							\$86,222.00	