

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

DEPT: Public Works

BOARD AGENDA: 5.C.1  
AGENDA DATE: July 30, 2019

**SUBJECT:**

Approval to Award a Contract for Engineering Services to MGE Engineering, Inc., of Sacramento, California, for Scour Protection Engineering and Environmental Services for the Sonora Road Bridge Over Martells Creek Project

**BOARD ACTION AS FOLLOWS:**

**RESOLUTION NO. 2019-0484**

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

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

Noes: Supervisors: \_\_\_\_\_ None \_\_\_\_\_

Excused or Absent: Supervisors: \_\_\_\_\_ None \_\_\_\_\_

Abstaining: Supervisor: \_\_\_\_\_ None \_\_\_\_\_

1)  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: July 30, 2019

CONSENT:

CEO CONCURRENCE:

4/5 Vote Required: No

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**SUBJECT:**

Approval to Award a Contract for Engineering Services to MGE Engineering, Inc., of Sacramento, California, for Scour Protection Engineering and Environmental Services for the Sonora Road Bridge Over Martells Creek Project

**STAFF RECOMMENDATION:**

1. Award a contract for Engineering Services to MGE Engineering, Inc. of Sacramento, California, for Scour Protection Engineering and Environmental Services for the Sonora Road Bridge over Martells Creek Project.
2. Authorize the Director of Public Works to execute a contract in the amount of \$367,405 with MGE Engineering, Inc. 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:**

Sonora Road is a rural County road that travels in the east/west direction. The bridge is located about 5.1 miles northwest of Orange Blossom Road. The Sonora Road Bridge over Martells Creek was built in 1920 and has 3 column piers on spread footings. The bridge structure is approximately 81 feet in length and 19.7 feet wide.

A July 2018 Caltrans Bridge Inspection Report has identified the Bridge as Scour Critical. The County now has obtained authorization of federal funds for the Preliminary Engineering phase of the project, which will include environmental studies and engineering for scour mitigation.

Stanislaus County completed a Bridge Scour Plan of Action (POA) for the Sonora Road Bridge over Martells Creek, as required by Caltrans for all bridges with unknown scour vulnerabilities for the bridge foundation. The POA identified long-term and short-term actions to reduce the potential danger to the traveling public during a significant hydraulic event. The County also completed a Geotechnical Investigation Report at the Bridge. The County unsuccessfully endeavored to seek funding for a full bridge replacement. The Highway Bridge Program (HBP) only programmed enough funding for scour mitigation measures for the foundation of the bridge.

Public Works advertised Request for Proposals from engineering consulting firms to provide engineering services for Sour Protection Engineering and Environmental Services for the Sonora Road Bridge over Martells Creek Project.

The scope of design services included:

- Project management;
- Geotechnical investigation;
- Topographical surveys;
- Environmental studies;
- Utility Design and Coordination;
- Hydraulics;
- Right of Way services;
- Design Plans, Specifications and Estimates; and
- Bidding and construction support.

On April 12, 2019, two proposals were received from AECOM and MGE Engineering, Inc. The proposals were evaluated based on qualifications only. Along with the proposal, the consultant fees were submitted in a separate sealed envelope and were not part of the evaluation process.

The proposal was 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 clarified the scope and negotiated the fee and recommends awarding a contract with MGE Engineering, Inc. of Sacramento, California, in the amount of \$367,405 for Sour Protection Engineering and Environmental Services for the Sonora Road Bridge over Martells Creek Project.

The project schedule anticipates having environmental clearance by May 2020. At that time, the final design may begin with bids for construction anticipated in the fall of 2020. Construction would begin in the spring of 2021 and have a duration of 45 working days.

**POLICY ISSUE:**

Government Code section 25502.5 requires Board of Supervisors' approval of contracts that exceed \$200,000.

**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 \$421,405 (contract: \$367,405; staff \$18,000, and contingencies: \$36,000). This project will be

funded with HBP funds and is included in the Fiscal Year 2019-2020 Adopted Proposed Public Works Road Projects budget.

**BOARD OF SUPERVISORS' PRIORITY:**

The recommended actions are consistent with the Boards' priorities of *Delivering Efficient Public Services and Community Infrastructure System* by performing rehabilitation work on this scour critical bridge and providing a safe transportation network.

**STAFFING IMPACT:**

Existing Public Works staff is overseeing this project.

**CONTACT PERSON:**

David Leamon, Public Works Director

Telephone: (209) 525-4151

**ATTACHMENT(S):**

1. Sonora Road over Martells Creek Bridge - Professional Design Services Agreement - MGE Engineering, Inc

# COUNTY OF STANISLAUS

## Professional Design Services Agreement

THIS AGREEMENT is made and entered into on this 30th day of July 2019, by and between the County of Stanislaus, a political subdivision of the State of California hereinafter referred to as "COUNTY" and MGE Engineering, Inc., hereinafter referred to as "CONSULTANT".

### Project Information

Name: Sonora Road over Martells Creek Bridge  
State Bridge Number: 38C-0272  
Federal Aid Number: BRLO-5938(203)  
County Contract Number: 9299  
Consultant's Compensation: \$367,405.00  
Start & End Dates: July 30, 2019 to July 30, 2021

### Scope of Services

Scour Protection Engineering and Environmental Services

### Contract Provisions

Section 1: Caltrans Mandatory Fiscal and Federal Provisions  
Section 2: Stanislaus County Provisions  
Exhibit A: Scope of Services  
Exhibit B: Insurance Requirements  
Exhibit C: Fee Schedule  
Exhibit D: Project Schedule

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

# SECTION 1

## CALTRANS MANDATORY FISCAL & FEDERAL PROVISIONS

### **Article IV     Performance Period**

A.       This contract shall go into effect on July 16, 2019, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on July 16, 2021, unless extended by contract amendment.

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

### **Article V     Allowable Costs and Payments**

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

B.       In addition to the allowable incurred costs, LOCAL AGENCY will pay CONSULTANT a fixed fee of \$367,405.00 Dollars. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

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

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

E.       Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT'S fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.

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

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

Theron Roschen, Project Manager  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

The total amount payable by LOCAL AGENCY including the fixed fee shall not exceed **\$367,405.00 Dollars.**

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

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

#### **Article VI Termination**

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

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is **\$367,405.00 Dollars.**

**Article VII Cost Principles and Administrative Requirements**

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

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

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

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

**Article VIII Retention of Records**

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

**Article IX Audit Review Procedures**

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

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

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

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify



compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **Article X     Subcontracting**

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

B.       CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

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

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

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

#### **Article XI     Equipment Purchase**

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

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

C.       Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable

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

#### **Article XII     State Prevailing Wage Rates**

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

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

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

#### **Article XIII    Conflict of Interest**

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

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

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

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

**Article XIV Rebates, Kickbacks or Other Unlawful Consideration**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

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

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

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

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

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

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

**Article XVI Statement of Compliance**

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that

CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

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

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

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

#### **Article XVII Debarment and Suspension Certifications**

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

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

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

## SECTION 2 STANISLAUS COUNTY PROVISIONS

### 1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

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

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

**1.3 Representations:** Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 – Compensation) and within the time specified in the Project Schedule (Exhibit "C") attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

**1.4 Compliance with Laws:** Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

**1.5 Non-Discrimination:** During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and

Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any



person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

## **2.0 CONTRACT DOCUMENTS**

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

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

## **3.0 COMPENSATION AND BILLING**

**3.1 Compensation:** Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed **Three Hundred Sixty-Seven Thousand Four Hundred Five Dollars (\$367,405.00)** 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 July 16, 2021, unless extended by amendment.

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

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

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

**5.3 Documents:** In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to,

finished or unfinished design, development and construction documents, data studies, drawings, maps, reports, correspondence, and all electronic files shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

## 6.0 INSURANCE REQUIREMENTS

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

## 7.0 INDEMNIFICATION

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

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

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

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

person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

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

## 8.0 GENERAL PROVISIONS

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

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

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

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

- a. Project Manager: Robert Sennett, SE, Vice President
- 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: Theron Roschen, Project Manager  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

If to Consultant: Robert Sennett, SE, Vice President  
MGE Engineering, Inc.  
7415 Greenhaven Drive, Suite 100  
Sacramento, CA 95831

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

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

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

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

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

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

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

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

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

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

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

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

**8.14 Ownership of Documents:** Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant

hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

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

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

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

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

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response; and,
4. Section 2/Stanslaus County Provisions shall prevail over Section 1/Caltrans Mandatory Fiscal & Federal Provisions

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



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

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

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

**8.23 Waiver:** The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

**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.

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**(Signatures on Following Page)**

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

COUNTY OF STANISLAUS


MGE ENGINEERING, INC.

By:   
\_\_\_\_\_  
David A. Leamon, PE, Director  
Department of Public Works

By:   
\_\_\_\_\_  
Robert Sennett, SE  
Vice President

APPROVED AS TO FORM:

Thomas E. Boze  
County Counsel

By:   
\_\_\_\_\_  
Todd James  
Deputy County Counsel

**EXHIBIT A**

**SCOPE OF SERVICES**

# SCOPE OF WORK/SCHEDULE



## SCOPE OF WORK / SCHEDULE

The detailed scope of work is described in the following section:

### Methodology (including Supplemental Tasks)

#### TASK 1.0 PROJECT MANAGEMENT & REVIEW MEETINGS

##### TASK 1.1 COORDINATION/MEETINGS/ADMINISTRATION

**Project Management:** The Project Manager will be responsible for directing the project team during the development and execution of the project, as well as communication with the County staff, and documenting the progress and decisions made during the entire project. This involves all aspects of project management including financial performance, schedule, and quality assurance.

**Project Kick-Off Meeting:** A Project “Kick-off” Meeting will be held following the Notice to Proceed. This meeting includes representatives from the County, MGE, sub-consultants, and other involved agencies. The primary meeting objectives will be to present the project, its goals, review the project scope and action item list, explain the project schedule, identify key project issues, and facilitate a general exchange of views and ideas regarding the completion of the project.

MGE will prepare all meeting notices, agendas, and minutes in consultation with County’s Project Manager. This includes scope, concept, discussion of project background, and gathering all existing information about the project that has not been previously obtained.

**Project Development Meetings:** A coordination and status meeting will be held on a monthly basis to review project status, make decisions, and discuss issues that have the potential of affecting the project design, budget, or schedule. Meetings will be held either by conference call or at the County offices (1810 East Hazelton Avenue, Stockton, California).

MGE will prepare, and after review by County’s Project Manager, distribute all meeting notes, agendas, and minutes. This includes attendees contact information, meeting content and action items to be completed.

*Deliverables: Meeting agendas and minutes, Project Schedule*

**Progress Reports and Project Schedule:** On a monthly basis, progress reports will be issued with invoices to the County detailing major items worked on during the billing period and percentage completion for each task, with substantiation for backup. MGE will provide updated Project Schedules as necessary. A schedule will be prepared to identify the beginning dates and duration of each task. If necessary, the schedule will be updated on a yearly basis.

*Deliverables: Project Schedule and Invoices with Progress Reports*

**Data Research and Collection:** The MGE team will review project limits, identify available and required documents, contact information, scope, schedule, budget, regulatory items, County approval processes, and other administrative procedures. A review of any project material available from the County, and other stakeholders will be undertaken by MGE and specialty firms. The project material will include, but not be limited to, as-built plans, right-of-way maps, FEMA flood maps, hydrologic data, and utility company plat drawings which might indicate site constraints including buried utilities, etc.

**Coordination with other Agencies:** The MGE team will identify and coordinate with required regulatory agencies. MGE will initiate communication with the U.S Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB) and any other agencies to determine agency requirements for the scour mitigations. These agencies will be provided proposed project plans during various design engineering stages (30% & 90%) for their review and input. Consultant will provide the County minutes and copies of written correspondence with each agency.

## TASK 2.0 - GEOTECHNICAL

MGE will provide consultation for countermeasure design if countermeasures include either partially grouted riprap or articulated concrete blocks. Consultation will consist of reviewing countermeasure designs, providing qualitative geotechnical input, and assist in developing quality control specifications for countermeasure construction.

*Deliverables: Geotechnical Memo (as necessary)*

## TASK 3.0 PROJECT SURVEYING, MAPPING AND CONTROL

### TASK 3.1- DESIGN LEVEL TOPOGRAPHIC MAPPING

O'Dell Engineering (O'Dell) will perform field and office work to complete topographic surveying and channel cross sections as required to provide digital topography and base mapping necessary for the detailed hydraulic studies as well as project plans. Field survey procedures will meet the accuracy standards as specified by Caltrans Orders of Survey Accuracy Standards for Supplemental Project Control in the Caltrans Survey Manual.

The survey will, at a minimum, provide the following:

- Location of bridge limits, approach railing and end treatments, top of channel bank, toe of channel bank, road limits, existing utilities, adjoining structures, ditches, power lines, communication lines, irrigation facilities, trees and any other significant features (pumps, pipes, etc.).
- Control survey will be performed to locate all existing survey monuments (pins, nails, bench marks, etc.) within the project area. O'Dell will survey and transfer Bench Mark control to site from published NGS (National Geodetic Survey) control points. NAD (North American Datum) of 1983 and NAVD (North American Vertical Datum) of 1988 will be used unless otherwise specified.
- Monuments will be shown on the plans. Existing monuments will be protected in place or relocated if currently on a facility to be removed. Survey Control will also provide, at minimum, two (2) on-site control points (horizontal and vertical) for the Project, and tie the vertical control to local datum.
- Perform a detailed topographic survey around abutments and under the bridge to locate grade breaks, abutment lines, and concrete support columns.
- Hydraulic and hydrologic surveys will be performed, with perpendicular cross sections set referencing a line that runs parallel to the channel at the top of the bank and a centerline profile along the roadway and bridge

### TASK 3.2 RIGHT-OF-WAY SURVEY

Field and office work to locate property, right of way, and easement lines on subject and adjacent properties.

- Adjacent property information, such as assessor's parcel number, owner name, and street address, shall be shown for the adjacent properties that may be affected by project improvements.
- Locate adjacent property and easement lines of record onto the mapping. Note this effort assumes Preliminary Title Reports and supporting documents will be provided by County.
- Provide CAD layer of boundary and right of way lines suitable to overlay onto design mapping from Task 3.1 above.

*Deliverables:*

- *AUTOCAD Base Drawing*
- *Exhibits/Sketches, Temporary Easement (If necessary)*

## TASK 4.0 ENVIRONMENTAL

### TASK 4.1 INITIAL ASSESSMENT AND PRELIMINARY ENVIRONMENTAL STUDY (PES)

AES will prepare a Preliminary Environmental Study (PES) that will identify potential environmental issues (such as noise, air quality, aesthetics, water quality, wildlife habitat, compliance with the Endangered Species Act, etc.), and the anticipated corresponding technical studies. AES will prepare the PES form based on the selected Project alternative and will schedule a field review with Caltrans and the County to discuss and determine the technical studies that will be needed.

This task includes, but is not limited to the following:

- Preparation of a PES form
- Preparation of a Project Footprint Map for the preferred alternative.
- Conducting a field review with Caltrans and the County. AES will prepare all documents required to complete "Field Review Form", as defined in Chapter 7 of the Local Assistance Procedures Manual (LAPM). After the meeting, AES will update the form as appropriate and submit it to the County for distribution to Caltrans.
- Responding to any Caltrans comments regarding PES environmental related documentation.

*Deliverables: Project Footprint Map for approved alternative, PES Form, Field Review Form (Exhibit 7-B).*

### TASK 4.2 ENVIRONMENTAL TECHNICAL STUDIES

Prior to preparation of environmental technical studies, AES will prepare a description of the proposed Project for use in the environmental technical studies. The details of construction methodology, proposed equipment and duration of use, phasing, schedule, staging and traffic management, graphical depictions of the proposed Project suitably formatted for graphical inclusion in studies will be provided by engineering team for inclusion in the environmental Project description.

Upon approval of the PES, AES will provide the necessary environmental technical studies identified in the PES Form. All NEPA work will be prepared in accordance with the Caltrans Standard Environmental Reference (SER). Anticipated technical studies that will be required by Caltrans are described below.

#### Task 4.2.1 Biological Studies

**Natural Environment Study and Biological Assessment:** AES will evaluate the biological resources present in the Project area and determine Project effects to those resources. A key objective of the evaluation will be to identify any special-status plant or wildlife species, or sensitive habitats that may be affected by the Project. AES will request a list of special-status species from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Data Base and California Native Plant Society Online Database. As part of this process, a biologist will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or USFWS, as necessary, regarding the potential presence of special-status species on the Project site. AES will prepare any necessary reports to document biological resources in the Project area and evaluate potential Project effects to biological resources. The reports could include but are not limited to a Natural Environmental Study (NES) and Biological Assessment (BA).

**Wetland Delineation and Assessment:** AES will conduct a Preliminary Jurisdictional Delineation of the project study area. The Delineation will include a formal jurisdictional delineation of wetlands and waters of the U.S. conducted in accordance with the 1987 Corps Wetland Delineation Manual and other current regional guidance. A Wetland Study will be prepared in accordance with the Sacramento District minimum standards. The Wetlands Study will be submitted to the Corps concurrently with the 404 CWA permit application requesting a preliminary jurisdictional determination.

*Deliverables: Natural Environmental Study, Biological Assessment, Wetland Delineation and Assessment Report*

#### Task 4.2.2 Cultural Resource Studies

AES will conduct the following tasks to identify cultural resources in the Project's Area of Potential Effects (APE).

**APE Map:** If there is not yet an approved APE map, AES will work with Caltrans and the County to develop one.

**Records Search and Background Research:** AES will conduct a records search of cultural resources site records, reports, and historic maps at the California Historic Resources Information System Central California Information Center (CCIC). The records search will encompass a 0.5-mile area surrounding the APE.

**Coordination:** AES will contact the Native American Heritage Commission (NAHC) to request a search of their Sacred Lands File. Native American coordination will include written letters and follow up calls to the appropriate representatives and/or individuals identified by NAHC. AES will participate in up to one in-person meeting with representatives of the Native American community, Caltrans and County personnel as appropriate.

**Assessment of the Potential for Buried Archeological Resources:** AES will review soil maps and buried site sensitivity models and specific areas of deep project impacts to determine potential sensitivity for buried resources within the Project area.

**Field Survey:** An archeologist will perform an intensive field survey within the archaeological APE. Any resources will be documented using GPS and digital photography.

**Document Preparation:** AES will prepare an Archeological Survey Report (ASR) that meets Caltrans SER Volume 2 standards. The ASR will develop environmental and cultural contexts for the Project region; document CCIC records search findings and consultation efforts with the NAHC and local Native American groups/individuals; and describe field methods and results. AES will also prepare the Historical Properties Survey Report (HPSR) in conformance with the revised format issued in September 2017.

AES assumes that there will be no more than one cultural resource identified within the APE. Because the bridge has been assessed as Category 5 (not eligible for listing on the National Register of Historic Places), AES does not anticipate preparation of a Historic Resources Evaluation Report.

*Deliverables: Area of Potential Effects Map, Archeological Survey Report, Historical Properties Survey Report*

#### **Task 4.2.3 Noise Technical Memorandum**

AES will prepare a noise technical memorandum in accordance with the requirements of Title 23, Section 772 of the Code of Federal Regulations (23 CFR 772) and with procedures specified by the Federal Highway Administration (FHWA) and the Protocol. The memorandum will summarize the construction noise impact analysis, which will be based on the United States Department of Transportation guidance.

For CEQA, background information on noise will be discussed, and the existing noise environment will be described. Applicable County noise regulations and planning guidelines will be summarized including those contained in the County General Plan Noise Element and the County Noise Control Ordinance. Construction noise will be evaluated based on the United States Department of Transportation guidance. Construction noise impacts will be evaluated using noise standards in the County Noise Control Ordinance. If significant construction noise impacts are identified, mitigation, if feasible, to reduce impacts will be identified.

*Deliverables: Noise Technical Memorandum*

#### **Task 4.2.4 Visual Resource Technical Memorandum**

If required by Caltrans, a Visual Resources Technical Memorandum will be prepared to evaluate the Project's potential to result in adverse impacts to existing visual resources and visual character in the Project area. The physical setting will be described in terms of the visual character and quality of the view-sheds, key vantage points, and site resources. Representative photographs will be included to document key views and typical conditions. Views from adjacent islands, roadways, and waterways will be evaluated for construction-and operation-related impacts.

*Deliverables: Visual Resource Technical Memorandum*



#### **Task 4.2.5 Hazardous Waste Initial Site Assessment (ISA) – OPTIONAL**

AES will prepare a Hazardous Waste ISA to identify all documented hazardous waste sites located within the Project study area. AES will conduct an agency records search to identify all hazardous waste sites located within the Project study area and classified as a hazardous waste site under State law. AES will conduct a visual survey of the Project area via available public access to identify any obvious areas of hazardous waste contamination. If hazardous waste sites are identified within the Project study area (via governmental records and/or the visual survey), AES will determine the potential impacts to the Project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

*Deliverables: ISA*

#### **Task 4.2.6 Air Quality Technical Memorandum**

AES will prepare an air quality technical memorandum in accordance with Caltrans SER Volume 1 standards. Construction impacts will be assessed qualitatively with mitigation measures will be developed based on requirements included in San Joaquin Valley Unified Air Pollution Control District's fugitive dust regulation (Regulation VIII).

*Deliverables: Air Quality Technical Memorandum*

#### **Task 4.2.7 Water Quality Technical Memorandum**

AES will prepare a technical memorandum that evaluates project related effects to drainage and water quality. The analysis of impacts to drainage and water quality will include the following tasks:

- Describe existing conditions and assess the applicability of local, state, and federal regulations.
- Describe the existing drainage system serving the project area, and the existing water quality.
- Review hydraulic watershed boundaries for the project area.
- Prepare tables and graphics identifying watershed boundaries and land uses.
- Discuss the need to apply for an NPDES permit for construction activities. Identify guidelines and policies of the Central Valley Regional Water Quality Control Board (CVRWQCB) and County regarding water quality impacts from storm water runoff.
- Using existing information, identify the general types and sources of water quality changes that may result from the Project.
- Recommend avoidance and/or minimization measures for potentially adverse impacts.

*Deliverables: Water Quality Technical Memorandum*

#### **TASK 4.3 NEPA ENVIRONMENTAL DOCUMENTATION – CATEGORICAL EXCLUSION FORM**

Given the nature of the proposed Project, it is assumed that following review of the technical studies prepared under Task 4.2, Caltrans will determine that the project will qualify for a NEPA categorical exclusion. AES will prepare the Categorical Exclusion / Categorical Exemption (CE/CE) form in Caltrans standard format.

#### **TASK 4.4 CEQA ENVIRONMENTAL DOCUMENTATION**

**Draft Environmental Document:** After technical studies have been approved by Caltrans, AES will prepare an administrative CEQA draft IS using the County's format. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted. The environmental checklist section will include responses for each question in the different issue areas followed by a discussion of the potential impacts including direct and indirect as well as cumulative impacts.

**Circulate Draft Environmental Document:** AES will assist the County with circulation of the Draft IS for public comment in accordance with CEQA Guidelines Section 15072. AES will prepare the "Notice of Intent" to adopt a Mitigated Negative Declaration (MND) for the project. The County will post the NOI on its website and publish the NOI in a local newspaper (if desired). AES will deliver the IS/MND and NOI to the State Clearinghouse. Responses will be prepared if any comments are received during the 30-day circulation.

**Prepare and Approve Final Environmental Document:** AES will prepare the “Notice of Determination” and a Mitigation Monitoring and Reporting Plan. AES will file the NOD with the County Clerk and the County will pay the Department of Fish and Wildlife CEQA filing fee.

*Deliverables:*

- *Initial Study Checklist with associated impacts and mitigation measures (County Draft, Public Circulation Draft, and Final Draft with response to comments)*
- *Notice of Intent to Adopt a MND*
- *Mitigation Monitoring and Reporting Plan*
- *Responses and comments for Staff Report*

#### **TASK 4.5 REGULATORY PERMIT APPLICATIONS**

The proposed Project may affect wetlands or other jurisdictional waters in Martells Creek that may be under the jurisdiction of the Army Corps of Engineers, CVRWQCB, and CDFW. AES will identify and obtain environmental permit requirements for the project. AES will prepare applications for a Section 404 permit from the Corps, a Section 401 Water Quality Certification from the RWQCB, and a 1602 Streambed Alteration Agreement from CDFW. Conceptual mitigation included in the NES and CEQA environmental document will support the permit applications. AES will coordinate as necessary with the agencies to obtain the permits on the County’s behalf. The County will provide application fees. AES will attend the field verification with Corps and revise the delineation map, if necessary. A land use lease from the State Lands Commission and an encroachment permit from the Central Valley Flood Protection Board may be required and will be obtained if necessary.

*Deliverables: 404, 401, 1602 applications*

#### **TASK 5.0 UTILITY DESIGN AND COORDINATION**

O’Dell will locate all existing utilities in the project area with the topographical survey and determine all potential conflicts. Once all existing utilities are identified in the field, MGE and O’Dell will contact all corresponding utility companies and coordinate the relocation of all affected utilities. MGE and O’Dell shall be responsible for coordinating the relocation of all existing utilities prior to the start of project construction.

MGE will define existing right of way on base plans to the same scale as the final plans MGE will identify (on the Right-of-Way plan) the found property corners used to define the project right-of-way and include on plans. O’Dell will provide documents search and mapping of right-of-way limits that can be used to determine the need for right-of-way acquisitions and temporary construction easements. MGE will prepare Utility “A” and “B” Letters, as necessary

*Deliverables: Utility Conflict Map, Utility “A” and “B” Letters (as necessary), Notice to Owners*

#### **TASK 6.0 - HYDRAULIC AND HYDROLOGY STUDIES**

##### **TASK 6.1 HYDROLOGY**

Avila will analyze the hydrologic and hydraulic characteristics of Martells Creek for considerations in scour countermeasure designs and determine the design flows. Avila will review available recorded hydraulic and hydrology information on the bridge including historic hydrologic and hydraulic data from the County and FEMA and any available floodplain mapping.

Avila will estimate the 50-year, 100-year discharges using the development of complex watershed runoff hydrograph with US Corps of Engineers Hydraulic Engineering Center (HEC) - Hydraulic Modeling System (HMS) program and the US Geological Survey program Streamstats.

##### **TASK 6.2 CREATE A HEC-RAS BASE MODEL FOR THE EXISTING BRIDGE**

Based on design flows, survey data provided, and channel cross sections, Avila will create a base existing conditions HEC-RAS hydraulic model for the Martells Creek channel. A hydraulic profile through the bridge will be calculated and plotted for the scour study. Avila will provide profiles for the incremental flows (Q) that

will be modeled to determine the critical scour velocity. Results from the hydraulic analysis will be provided in both tabular as well as graphical output formats. The MGE team will assume that the proposed bridge countermeasure configurations will not increase the water surface elevation.

#### **TASK 6.3 SCOUR ANALYSIS**

Avila will use the hydraulic results from Task 6.2 to perform scour calculations at the abutments and the piers for the existing bridge. Existing scour and potential scour depths under existing conditions will be determined and presented in the report. Avila will work with MGE and the County to determine appropriate countermeasures at the bridge. Based on the findings in this task Avila will determine the level of countermeasures necessary while maintaining flood neutrality.

Avila will perform a detailed hydraulic analysis to determine the design flow characteristics for the proposed scour countermeasures (rock size, thickness and toe down depth) conditions including the limits and water surface profiles through the study area.

As part of this analysis, a proposed conditions hydraulic model will be created to show any hydraulic impacts (changes in the water surface profile) that may result from the recommended countermeasures. Up to three alternatives for the proposed countermeasure will be made, if necessary, to achieve effective flood neutrality.

#### **TASK 6.4 HYDRAULIC AND SCOUR MITIGATION REPORT**

Avila will provide a report with back-up scour calculations, and HEC-RAS graphics that will be presented in the appendices. The report will be in accordance with Caltrans Location Hydraulic Study criteria and will include: 1) a base condition and project description, 2) existing conditions hydraulic model results, and 3) future scour potential and recommended scour mitigation measures.

*Deliverables: Draft and Final Hydraulic Study Report*

#### **TASK 7.0 RIGHT-OF-WAY SERVICES**

It is anticipated that all work will be completed within existing County right of way, or along property lines. However, if temporary construction staging is necessary along the right of way, access during construction will be minimized from the existing properties as much as possible. MGE, in conjunction with Bender Rosenthal, Inc. (BRI), will be responsible for identifying any private right-of-way that may be affected by the Project. If there is a need to acquire permanent and/or temporary right of way due to unforeseen conditions, BRI will provide Right-of-Way Services as part of this contract.

If necessary, BRI will secure as-needed Permit-to-Enter agreements with all affected property owners, for project planning, and/or execution

BRI will prepare and obtain a Right-of-Way Certification per Caltrans guidelines and deliver it to the County. Right-of-way services will be all-inclusive, BRI will negotiate with any property owners and to keep records (communication logs) of those negotiations.

*Deliverables: Permit-to-Enter Agreements, as-needed; Caltrans Certification*

#### **TASK 8.0 – SCOUR COUNTERMEASURE DESIGN: PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE (PS&E)**

##### **TASK 8.1 PREFERRED OPTION TECHNICAL MEMORANDUM AND PRELIMINARY BASE PLANS AND CROSS SECTIONS (30% PS&E)**

MGE will develop up to three alternative scour countermeasures that would be suitable for the conditions at the bridge. These alternatives will be described and discussed in a Technical Memorandum, which will include a concept drawing for each alternative, preliminary cost estimates, and a matrix comparing the advantages/disadvantages for each option. Based on the comparison matrix, MGE will recommend the preferred alternative for the County's consideration. The preferred option technical memorandum will be submitted to the County for review and comment.

Upon the County's concurrence of the preferred alternative, MGE will develop Preliminary Base Plans for the proposed design consisting of base layout sheets, elevations, and any exhibits or detail sheets needed to satisfactorily develop and show the proposed concept. The Preliminary Base Plans will incorporate one-foot contour topography, sufficiently extend to show transitions from the existing conditions to the proposed improvements, and locate all existing right-of-way (ROW) and adjacent property lines, assessor's parcel numbers, and owners' information. The Preliminary Base Plans will be developed in accordance with County policies, procedures, manuals, standards and the Local Assistance Program Manual. These preliminary plans shall be drawn to a scale of 1"=40' and shall be submitted to County for review and approval as the thirty percent (30%) design level submittal. Thirty percent plans will consist of the title sheet, typical section, and channel layout plan and profile sheets.

MGE will also provide cross sections of the channel showing existing conditions as well as proposed changes based on the project design. The cross sections will be produced at a scale that shows the proposed changes clearly.

*Deliverables: Preliminary Base Plans (11x17), Preliminary Channel Cross Sections prepared in AutoCAD 3D (2012 or higher version)*

#### TASK 8.2 PREPARATION OF 90% (PS&E)

After selection of the preferred alternative and preparation of the preliminary base plans (30% submittal), MGE proposes to proceed directly to the preparation of the 90% PS&E. Since the type and extent of the scour countermeasures will be determined at the 30% submittal, and there will not be the need to perform substantial additional design (as there is with a bridge replacement project), MGE believes proceeding to 90% PS&E to be the most time and cost efficient. As a result, the task requirements of the 60% and 90% submittals will be performed during this task.

The purpose of this task is to perform the detailed design of the recommended project alternative, obtain design approval, and produce the construction drawings, special provisions, and construction estimate required for the construction documents. The plans, specifications and estimate will be prepared to State Standards and in accordance with the County policies, procedures, manuals, and standards.

These plans will include all details necessary to construct the project and conform to existing levees and channel profiles. Consultant will prepare Plans, Specifications and Engineer's Estimate (PS&E) and will include the following minimum items listed below:

- Title/Cover Sheet (County format)
- Typical Section
- Channel Layout Plan and Profile
- Channel Grading Plan
- Detour or Traffic Staging Plan (if required)
- Channel Protection Detail
- Construction Details
- Construction Staging Plan (if required)
- Temporary Erosion/Pollution Control Sheet
- Instrumentation Details and Connections
- Summary of Quantities Sheet
- Design and design support calculations
- Quantity support calculations
- QA/QC design check
- Engineer's Estimates in Microsoft Excel

Prior to 90% design submittal, Consultant will perform an internal quality and constructability review of the entire PS&E package. This review includes checking all pay items for consistency with the bid list, plans, quantities and special provisions. A meeting will be held after the county review 90% submittal to discuss the

County's review (redlines and comments) of the draft PS&E. Consultant will provide the following deliverables for PS&E:

Deliverables @ 90% stage:

- 11x17 plans
- 1 set full size (22x34) plans to scale
- 1 Electronic version in PDF format
- Technical specifications
- Engineer's Estimate
- Working Days Schedule

Project technical specifications, including special provisions based on Caltrans Standard Special Provisions (SSP) and County provided specifications format will be developed in Microsoft Word. The County will prepare their boilerplate specifications which will include Section 7, "Legal Relations and Responsibility", to combine with the consultant prepared project specific technical specifications for the 90% and 100% (final) submittal.

#### TASK 8.3 PREPARATION OF 100% (FINAL PS&E)

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. Appropriate modifications will then be made to the plans, specifications, and estimate, which will be submitted to the County, to form a complete package that is ready to advertise for construction.

Deliverables @100% stage:

- 3 sets 11x17 plans
- 1 set full size (22x34) plans to scale
- 2 sets of Stamped and signed Contract specifications
- Final Engineer's Estimate
- Design and design check calculations
- Quantity and quantity check calculations
- 1 set 22x34 wet signed plans on Mylar (or County approved equivalent)
- Project Working Days Schedule
- Response/Review Matrix to the redlines of the 90% plan submittal

Electronic files will be a version of the applicable software as specified below.

- ✓ AutoCAD format electronic files - plans and drawings
- ✓ Microsoft Word format electronic files - specifications
- ✓ Microsoft Excel format electronic files - Engineer's Estimate, structural design calculations, quantity check calculations.
- ✓ Microsoft Project working schedule

#### TASK 9.0 - CONTRACT BIDDING AND CONSTRUCTION SUPPORT

MGE will provide technical assistance to the County through the bidding process. Services include providing clarification or answers to questions received from prospective bidders, attendance at Pre-Bid meeting and assistance preparing addendums, if necessary. This assistance could include necessary design revisions if County deems it necessary. County will be responsible for receiving all inquiries received during the bidding period, forwarding them to the Consultant and relaying all consultant responses to bidder's questions.

#### TASK 9.1 RESPONSE TO QUESTIONS DURING CONSTRUCTION

MGE will be available to answer contractor questions during construction that require input of the design engineer. This effort assumes the County Construction Manager can review all submittals and the majority of change requests and requests for information (RFIs), with only minimal assistance from the MGE.

**TASK 9.2 PREPARE AS-BUILT PLANS**

After completion of construction, MGE will take mark-ups from the County CM (also provided by the Contractor) and prepare As-Built drawings.

*Deliverables:*

- *Final As-built drawings on Mylar*
- *One (1) hard copy set of As-built plans*

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

## EXHIBIT B

### Insurance Requirements for Professional Services

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

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

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

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

#### **Other Insurance Provisions**

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



***Additional Insured Status***

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

***Primary Coverage***

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

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

***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

***Waiver of Subrogation***

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

***Acceptability of Insurers***

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least** five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

***Verification of Coverage***

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Insurance Limits***

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

\_\_\_\_\_ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

\_\_\_\_\_ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: ROBERT E. SEYMOUR Date: 6/17/2019

Signature: *Robert E. Seymour* Date: 6/17/2019

Vendor Name: WKE ENGINEERING, INC.

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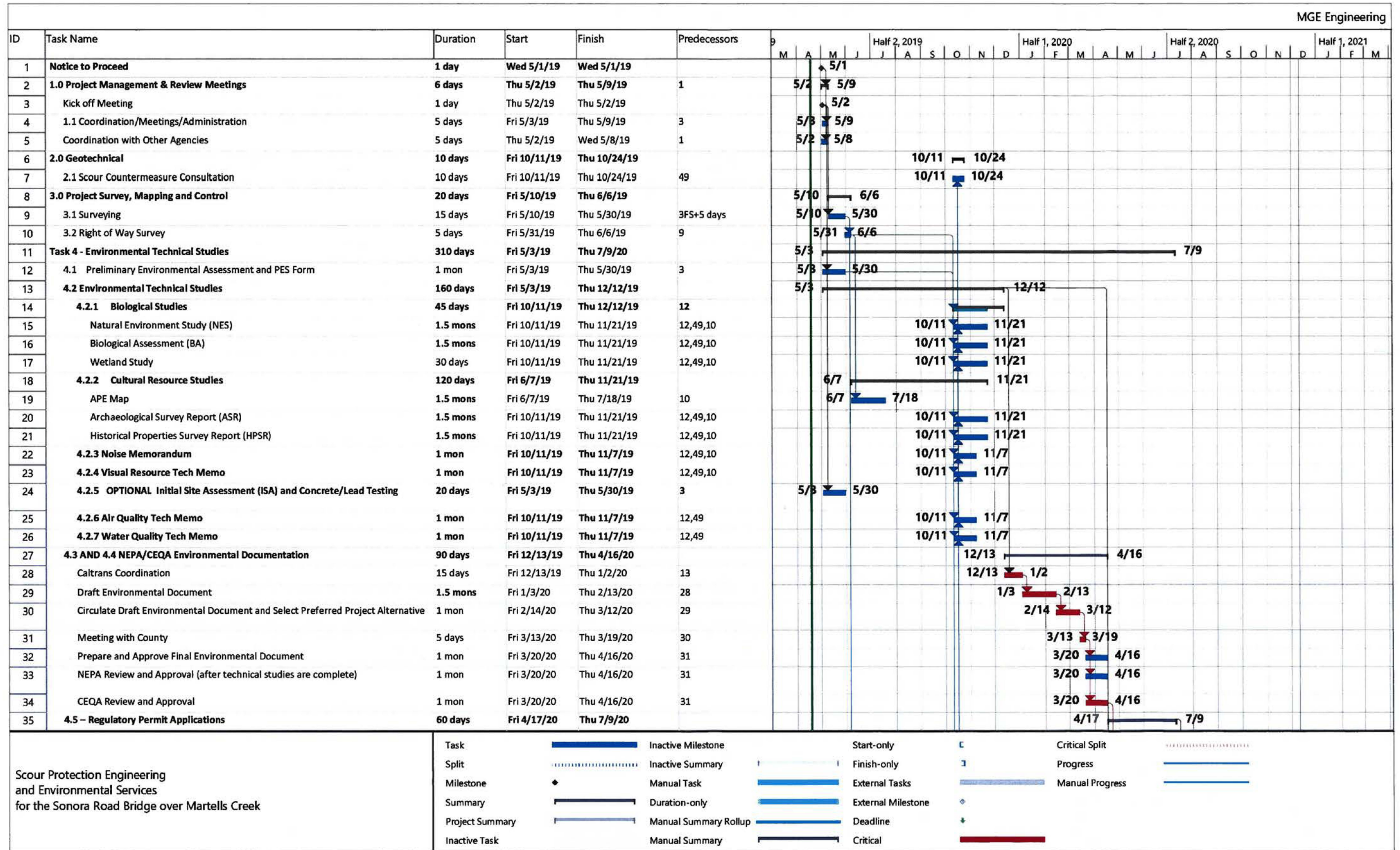
*For CEO-Risk Management Division use only*

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

Approved by CEO-Risk Management Division: *Kevin Watts* Date: \_\_\_\_\_

**EXHIBIT C**

**PROJECT SCHEDULE**



						MGE Engineering																																							
ID	Task Name	Duration	Start	Finish	Predecessors	Calendar																																							
						Half 2, 2019						Half 1, 2020						Half 2, 2020						Half 1, 2021																					
						M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M															
36	Nationwide Permit Verification (Section 404)	3 mons	Fri 4/17/20	Thu 7/9/20	51,13,34																																								
37	Lake or Streambed Alteration Agreement (Section 1602)	3 mons	Fri 4/17/20	Thu 7/9/20	51,13,34																																								
38	Water Quality Certification (401 Permit)	3 mons	Fri 4/17/20	Thu 7/9/20	51,13,34																																								
39	<b>5.0 Utility Design and Coordination</b>	<b>40 days</b>	<b>Fri 5/31/19</b>	<b>Thu 7/25/19</b>																																									
40	5.1 Preliminary Utility Design	20 days	Fri 5/31/19	Thu 6/27/19	9																																								
41	5.2 Utility Design	20 days	Fri 6/28/19	Thu 7/25/19	40																																								
42	<b>6.0 Hydraulic And Hydrology Studies</b>	<b>60 days</b>	<b>Fri 5/31/19</b>	<b>Thu 8/22/19</b>																																									
43	6.1 Hydrology	20 days	Fri 5/31/19	Thu 6/27/19	9																																								
44	6.2 Create HEC-RAS Base Model for the Existing Bridge	20 days	Fri 6/28/19	Thu 7/25/19	43																																								
45	6.3 Scour Analysis	10 days	Fri 7/26/19	Thu 8/8/19	44																																								
46	6.4 Hydraulic & Scour Mitigation Report	10 days	Fri 8/9/19	Thu 8/22/19	45																																								
47	<b>7.0 Right-of-Way Services</b>	<b>6 mons</b>	<b>Fri 10/11/19</b>	<b>Thu 3/26/20</b>	<b>10,49</b>																																								
48	<b>8.0 Plans, Specifications and Engineer's Estimate (PS&amp;E)</b>	<b>255 days</b>	<b>Fri 8/23/19</b>	<b>Thu 8/13/20</b>																																									
49	8.1 Preferred Option Technical Memorandum and Preliminary Base Plans (30% PS&E)	35 days	Fri 8/23/19	Thu 10/10/19	46																																								
50	County Review of 30% PS&E	15 days	Fri 10/11/19	Thu 10/31/19	49																																								
51	8.2 Preparation of 90% PS&E	40 days	Fri 11/1/19	Thu 12/26/19	50																																								
52	County Review of 90% PS&E	15 days	Fri 12/27/19	Thu 1/16/20	51																																								
53	8.3 Preparation of 100% PS&E	10 days	Fri 7/10/20	Thu 7/23/20	52,35																																								
54	County Review of 100% PS&E	15 days	Fri 7/24/20	Thu 8/13/20	53																																								
55	<b>9.0 Contract Bidding Assistance and Construction Support</b>	<b>45 days</b>	<b>Fri 10/9/20</b>	<b>Thu 12/10/20</b>	<b>54FS+40 days</b>																																								

Scour Protection Engineering and Environmental Services for the Sonora Road Bridge over Martells Creek	Task		Inactive Milestone		Start-only		Critical Split	
	Split		Inactive Summary		Finish-only		Progress	
	Milestone		Manual Task		External Tasks		Manual Progress	
	Summary		Duration-only		External Milestone			
	Project Summary		Manual Summary Rollup		Deadline			
Inactive Task		Manual Summary		Critical				

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

**Phase I Cost Proposal**

Local Assistance Procedures Manual

Exhibit 10-H1

Cost Proposal

**EXHIBIT 10-H1 COST PROPOSAL** Page 1 OF 3

**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed      ✓ Prime Consultant      Subconsultant      2nd Tier Subconsultant  
 Consultant: MGE Engineering, Inc.  
 Project No.: \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 6/7/2019

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly R	Total
Project Principal	Robert Sennett	20	\$90.00	\$1,800.00
Project Manager	Martin McIlroy	180	\$70.00	\$12,600.00
Supervising Civil Engineer	Stephen Hawkins	96	\$75.00	\$7,200.00
Senior Structures Engineer	Wesley Sennett	0	\$62.00	\$0.00
Senior Civil Engineer	Brad Reichel	160	\$60.00	\$9,600.00
Geotechnical/Engineering Geology	Martin McIlroy	36	\$70.00	\$2,520.00
Independent Design Check	Danny Vang	0	\$75.00	\$0.00
Construction Manager	Joe Siemers	50	\$65.00	\$3,250.00
CAD Technician	Staff	339	\$48.00	\$16,272.00

881

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$53,242.00  
 b) Anticipated Salary Increases (see page 2 for calculation) \$1,304.43  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$54,546.43

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 45.00%) e) Total Fringe Benefits [(c) x (d)] \$24,545.89  
 f) Overhead (Rate: 125.00%) g) Overhead [(c) x (f)] \$68,183.04  
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$92,728.93

**FIXED FEE** (Rate: 12.00%) **k) TOTAL FIXED FEE [(c) + (j) x (a)]** \$17,673.04

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	755	mile	\$ 0.580	\$437.90
Reproduction (Outside Services)	1	Lump Sum	\$ 800.00	\$800.00
Special Deliveries	4	each	\$ 50.00	\$200.00

**l) TOTAL OTHER DIRECT COSTS** \$1,437.90

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

O'Dell Engineering	\$ 58,170.65
AES	\$ 85,078.44
Avila & Associates (H&H)	\$ 18,994.00
Bender Rosenthal, Inc.	\$38,774.90

**m) TOTAL SUBCONSULTANTS' COSTS** \$ 201,017.99

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]** \$202,455.89

**TOTAL COST [(c) + (j) + (k) + (n)]** \$367,404.29

**NOTES:**

- Key personnel must be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.



## Phase I Cost Proposal

### EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3 ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$53,242.00	881		\$60.43	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$60.43	+	3.5%	=	\$62.55	Year 2 Avg Hourly Rate
Year 2	\$62.55	+	3.5%	=	\$64.74	Year 3 Avg Hourly Rate
Year 3	\$64.74	+	3.5%	=	\$67.00	Year 4 Avg Hourly Rate
Year 4	\$67.00	+	3.5%	=	\$69.35	Year 5 Avg Hourly Rate
Year 5	\$69.35	+	3.5%	=	\$71.78	Year 6 Avg Hourly Rate
Year 6	\$71.78	+	3.5%	=	\$74.29	Year 7 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	30.00%	*	881.0	=	264.3	Estimated Hours Year 1
Year 2	70.00%	*	881.0	=	616.7	Estimated Hours Year 2
Year 3	0.00%	*	881.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	881.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	881.0	=	0.0	Estimated Hours Year 5
Year 6	0.00%	*	881.0	=	0.0	Estimated Hours Year 6
Total	100%		Total	=	881.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	\$60.43	*	264.3	=	\$15,972.60	Estimated Hours Year 1
Year 2	\$62.55	*	616.7	=	\$38,573.83	Estimated Hours Year 2
Year 3	\$64.74	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$67.00	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$69.35	*	0.0	=	\$0.00	Estimated Hours Year 5
Year 6	\$71.78	*	0.0	=	\$0.00	Estimated Hours Year 6
	Total Direct Labor Cost with Escalation			=	\$54,546.43	
	Direct Labor Subtotal before Escalation			=	\$53,242.00	
	Estimated total of Direct Labor Salary Increase			=	<b>\$1,304.43</b>	Transfer to Page 1

**NOTES:**

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.  
(i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

## Phase I Cost Proposal

### Certification of Direct Costs:


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section 112 - Letting of Contracts
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title \*: President  
Signature:  Date of Certification (mm/dd/yyyy): 6/7/2019  
Email: fhuang@mqeeng.com Phone Number: fhuang@mqeeng.com  
Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Services to be provided include scour countermeasure design, environmental and permitting services, engineering surveying, hydraulic/hydrology studies, cultural studies, and geotechnical engineering.