

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

DEPT: Public Works

BOARD AGENDA:5.C.4
AGENDA DATE: October 13, 2020

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering and Project Delivery Services to Wood Rodgers, Inc., of Sacramento, California, for the Montpelier Road Over Turlock Irrigation District Main Canal Bridge Replacement Project, Federal Project No: BRLO-5938(260)

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2020-0546

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

Ayes: Supervisors: Chiesa, Withrow, DeMartini and Chairwoman Olsen

Noes: Supervisors: None

Excused or Absent: Supervisors: District Four vacant

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

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

DEPT: Public Works

BOARD AGENDA:5.C.4
AGENDA DATE: October 13, 2020

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award a Contract for All-Inclusive Bridge Engineering and Project Delivery Services to Wood Rodgers, Inc., of Sacramento, California, for the Montpelier Road Over Turlock Irrigation District Main Canal Bridge Replacement Project, Federal Project No: BRLO-5938(260)

STAFF RECOMMENDATION:

1. Award a Contract for All-Inclusive Bridge Engineering and Project Delivery Services to Wood Rodgers, Inc., of Sacramento, California, for the Montpelier Road over Turlock Irrigation District Main Canal Bridge Replacement Project, Federal Project No: BRLO-5938(260).
2. Authorize the Director of Public Works to execute a contract with Wood Rodgers, Inc., in the amount of \$771,300 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Montpelier Road bridge over Turlock Irrigation District (TID) Main Canal is approximately 2 miles southeast of the City of Waterford and located in between East Whitmore Avenue and Lake Road in Stanislaus County. Montpelier Road is a north-south two-lane road classified as a major collector road. The average daily traffic (ADT) on Montpelier Road is 1,500 vehicles per day with approximately 10% consisting of truck traffic. The bridge was originally constructed in 1920 with four three-span continuous reinforced concrete T-girders on reinforced concrete pier walls and spread footings. The wingwalls and abutments are monolithic reinforced concrete. The two-lane bridge has 10-ft lane widths in each direction on a reinforced concrete deck.

The Montpelier Road over TID Main Canal Bridge Replacement project is needed to improve public safety. The width of the bridge is insufficient for ADT demand, railings at the bridge and approach are substandard, and the bridge is deemed scour critical due to full exposure of the footings at Pier 2 and 3. Consequently, the bridge is Functionally Obsolete (FO) and Structurally Deficient (SD) and recent Caltrans Bridge Inspection Reports (BIR) assigned the bridge a Sufficiency Rating of 53.8. Additional deficiencies may exist and will be discovered and documented as a result of engineering technical studies and investigation performed by the consultant. The design shall be in

accordance with the latest Caltrans Structure Design standards, TID, and County requirements.

On April 22, 2020, Public Works advertised a Request for Proposals to provide all-inclusive bridge engineering and project development services for the Oakdale-Waterford Highway over Claribel Lateral Bridge Replacement Project and the Montpelier Road over TID Main Canal Bridge Replacement Project. The consultants were directed to submit a single proposal for both projects, then one consultant would be selected, and two separate contracts would be awarded and administered.

The scope of design services includes:

- Project Management
- Public Outreach
- Topographic and Boundary Survey, Right-of-Way Mapping and Monumentation
- Design Studies
- Environmental Studies
- Comprehensive Engineering Services
- Right-of-Way Services
- Utility Design, Coordination and Relocation Services
- Plans, Specifications, and Estimate (PS&E)
- Bidding and Construction Support and Staking

On May 22, 2020, ten proposals were received. The proposals were evaluated based on qualifications only. Consultant fees were submitted in a separate sealed envelope and were not a part of the evaluation process.

The proposals were evaluated based on the following evaluation criteria:

- Understanding of the work to be done
- Experience with similar kinds of work
- Quality of staff for work to be done
- Capability of developing innovative or advanced techniques
- Familiarity with state and federal procedures
- Financial responsibility
- Demonstrated technical ability

Public Works staff reviewed, evaluated, and ranked the consultants based on the above criteria, in the following order:

1. Wood Rodgers, Inc.
2. Dewberry Engineers, Inc.
3. Dokken Engineering
4. Mark Thomas & Company, Inc.
5. Cornerstone Structural Engineering Group, Inc.
6. MGE Engineering, Inc.
7. Quincy Engineering, Inc.
8. Michael Baker International, Inc.,

9. TRC Engineers, Inc.,
10. AECOM Technical Services, Inc.

Public Works staff selected Wood Rodgers, Inc., as the most qualified consultant based on the results of the evaluation criteria.

Public Works staff clarified the scope and negotiated the fee and recommends awarding a contract in the amount not to exceed \$771,300 to Wood Rodgers, Inc., of Sacramento, California.

POLICY ISSUE:

County policy requires Board of Supervisors approval on all contracts exceeding \$200,000.

FISCAL IMPACT:

Costs associated to assure timely and cost-efficient delivery of this project in the amount of \$850,000. An Authorization to Proceed (E-76) has been secured from Caltrans through the Highway Bridge Program (HBP) for the design phase and required environmental studies portion of the project in the amount of \$850,000. Of the total authorized amount, the county will locally fund their 11.47% share using Highway User Tax Account (HUTA), in the amount of \$97,495. These funds have been budgeted in the Fiscal Year 2020-2021 A Public Works Road and Bridge Final Budget.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Delivering Efficient Public Services and Community Infrastructure* by replacing a structurally deficient bridge in the County.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David A. Leamon, Public Works Director

Telephone: (209) 525-4151

ATTACHMENT(S):

1. Professional Design Services Agreement - Wood Rodgers

COUNTY OF STANISLAUS

Professional Design Services Agreement

THIS AGREEMENT is made and entered into on this 13th day of October 2020, by and between the **County of Stanislaus**, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Wood Rodgers, Inc.** of Sacramento California, hereinafter referred to as "CONSULTANT".

Project Information

Name: Montpelier Road over Turlock Irrigation District
Main Canal Bridge Replacement

Federal Aid Number: BRLS-5938(260)

County Contract Number: 200009

Consultant's Compensation: \$771,300

Start & End Dates: October 13, 2020 to October 13, 2025

Scope of Services

To provide all-inclusive engineering 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 October 13, 2020, contingent upon approval by COUNTY, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on October 13, 2025, unless extended by contract amendment.

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

Article V Allowable Costs and Payments

A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY 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 COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY 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 COUNTY 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, COUNTY will pay CONSULTANT a fixed fee of **\$771,300**. 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, COUNTY 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 COUNTY'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 COUNTY 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 COUNTY's Contract Administrator at the following address:

**Sarah Collins, Project Manager
Stanislaus County Public Works, 1716 Morgan Road, Modesto CA 95358**

H. The total amount payable by COUNTY including the fixed fee shall not exceed **\$771,300**.

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 COUNTY'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. COUNTY 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. COUNTY 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, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to COUNTY 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 COUNTY shall be liable if this contract is terminated is **\$771,300**.

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 COUNTY.

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 COUNTY 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, COUNTY, 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 COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY and any subconsultant(s), and no subcontract 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.

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 COUNTY'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 COUNTY.

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 COUNTY's Contract Administrator prior to the start of work by the subconsultant(s).

Article XI Equipment Purchase

A. Prior authorization in writing, by COUNTY'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 COUNTY'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, COUNTY 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 COUNTY 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 COUNTY procedures; and credit COUNTY 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 COUNTY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 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 COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY 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 COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Article XV Prohibition of Expenditure COUNTY, 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 COUNTY 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 COUNTY.

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 unless agreed to by both Parties upon a good showing by the Consultant for the necessity of any adjustment. Consultant's compensation under this Agreement shall in no case exceed **Seven Hundred Seventy-One Thousand Three Hundred Dollars (\$771,300)** 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 October 13, 2025, 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: Stacey Randall, PE
- b. Lead/Manager: n/a

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

8.6 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such

communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Chris Brady, Deputy Director
 Stanislaus County Public Works
 1716 Morgan Road
 Modesto, CA 95358

If to Consultant: Chris Hodge, PE
 Wood Rodgers
 3301 C Street, Bldg. 100-B
 Sacramento, CA 95816

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

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

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

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

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

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

8.24 Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof

or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

8.25 Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic format (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

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

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

COUNTY OF STANISLAUS

By: 

David A. Leamon, Director
Department of Public Works

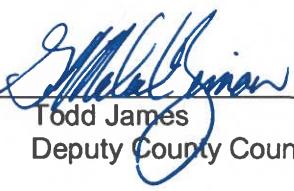
WOOD RODGERS, INC.

By: 

Chris Hodge, PE
Principal

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

By: 

Todd James
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICES



Detailed Scope of Work

Montpelier Road over TID Main Canal Bridge Replacement Project

SCOPE

The following Scope of Work details how the Wood Rodgers Project Team (Consultant) will provide Engineering and Environmental Services to secure Project Approval and Environmental Documents (PA&ED) and to prepare Plans, Specification, and Estimate (PS&E) and provide construction support for construction of the Montpelier Road over Turlock Irrigation District (TID) Main Canal Bridge Replacement Project (Project). The lead agency is Stanislaus County Public Works Agency (County).

Currently this scope represents Consultant's understanding of the scope of work required for the project based on our discussions with the County, research, and requirements from the County's RFP. It is anticipated that this scope will be revised and amended during negotiations with the County when more specific details and alternatives can be discussed. Consultant would like to note that in addition to the tasks identified by the County in the RFP, Consultant has included additional optional tasks that can be added to our scope during negotiations.

Project Description

The purpose of the project is to replace the existing Montpelier Road Bridge over TID Main Canal.

Our services are described in three phases. Phase 1 provides the project scoping, environmental documents and clearance, and 30% plans and estimate to define the preferred alternative. Phase 2 provides the final project design and construction documents for advertisement purposes. Phase 3 provides bidding support, construction staking, and construction engineering support.

The following scope of services is based on achieving a compromise between public safety, managing project delivery and construction costs, maintaining access requirements, and minimizing impacts to adjacent land owner(s). A primary factor is avoiding acquisitions on the adjoining (Williamson Act) agricultural parcels to circumvent the need for condemnation/eminent domain proceedings.

Design Standards

Design and environmental work will conform with the following standards:

- Stanislaus County Public Works Standards and Specifications, 2014 Edition
- TID Irrigation Construction & Engineering Design Standards, August 2011
- Caltrans Highway Design Manual
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Roadside Design Guide
- California Manual on Uniform Traffic Control Devices Caltrans Standard Environmental Reference
- AASHTO LRFD Bridge Design Specifications, 8th Edition (with California Amendments)
- Caltrans Seismic Design Criteria, Version 2.0
- Caltrans Bridge Memos to Designers
- Caltrans 2018 Standard Specifications & Plans

Plan preparation will conform with the following practices:

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

Scope Assumptions

Project duration through Final PS&E is no more than 60 months (less is anticipated). Construction duration through completion and providing record drawings is no more than 18 months (less is anticipated).

The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the County, and fee for any such additional work will be negotiated prior to work being performed.



Detailed Scope of Work Montpelier Road over TID Main Canal Bridge Replacement Project

Full replacement of the bridge is anticipated to be the recommended alternative upon completion of the Rehabilitation vs Replacement Report and formal approval from Caltrans HBP Managers. This scope is built on the assumption the bridge will be replaced.

PHASE 1 | PA + ED SERVICES

Task 1.1 | Project Management – PA & ED

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

Task 1.1.1 | PDT, Coordination

Consultant will organize, conduct, and document up to 20 PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Consultant will prepare meeting agendas, track action items, provide schedule updates, and distribute meeting notes. As part of this task, conduct a kick-off meeting to discuss the overall scope of services, project schedule, quality assurance and quality control plan, communications protocol, invoicing procedures, and progress reporting procedures. It is assumed up to five (5) of the 20 PDT meetings will be held at the County office.

Task 1.1.2 | Project Controls

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

Task 1.1.3 | HBP Funding/Local Programs Compliance

Throughout the course of the project, Consultant will assist the County in the preparation of HBP programming documents by providing technical data, narrative justifications, and other information needed to update project funding documents. Consultant will prepare Request for Authorization packages for Right of Way and Construction phases.

Task 1.1 | Deliverables

- Monthly invoices and progress reports
- CPM project schedule and quarterly updates
- Meeting agenda and notes
- Request for Authorization packages

Task 1.2 | Preliminary Engineering Studies

Task 1.2.1 | Right of Entry (ROE) Letters and Access

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

Task 1.2.1 | Deliverables

- Right of Entry Letters

Task 1.2.2 | Topographic + Boundary Survey, Right of Way Mapping, Monument Preservation

Record Research | Perform record research at Stanislaus County to locate recorded control maps, right-of-way maps, records of survey, corner records, and other official maps of records.



Detailed Scope of Work

Montpelier Road over TID Main Canal Bridge Replacement Project

Record Calculations | Calculate record right-of-way lines and property lines located within the project limits in accordance with record maps, record deeds, and documents as required to calculate field search positions for existing right-of-way monuments, street survey monuments, and parcel corner monuments.

Right of Way Control and Field Survey | Perform a topographic and right-of-way survey to provide design control and right-of-way mapping for the project. Set horizontal and vertical control points for project mapping in accordance with Stanislaus County horizontal and vertical control requirements. All surveying and mapping shall be in compliance with the provisions of the Professional Land Surveyors Act, Sections 8700 to 8805 Business and Professions Code, the provisions of the California Coordinate System, Sections 8801 to 8819 of the Public Resources Code, and any other applicable code in the State of California. The horizontal datum will be based on the North American Datum 83 (NAD 83). The vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD 88). Perform a field survey to search and locate existing survey monuments and physical evidence required to establish existing rights-of-way and property lines at those locations where any portion of the project infringes upon the required setback limits or lies within 50 feet of project improvements, work areas, storage, and staging areas.

Topographic Survey | Perform detailed field survey of existing roadways, physical improvements, visible utilities, and drainage features. Cross sections and tie-in surveys will ensure an accurate design and smooth transitions from existing roadway and infrastructure features. All work and files will be based on project coordinate control in accordance with County requirements for the preparation of documents and maps. Topographic field survey will locate existing site improvements and visible utilities including, but not limited to, trees, ground shots, Montpelier Road cross sections, striping, bridge structures (limited survey based on removal of existing structure), headwalls and wingwalls, fences, driveways, pavement elevations, guard rails, canal cross sections, geotechnical boring locations, and other miscellaneous visible features. Canal access roads will be surveyed 100-feet from the road right-of-ways. Cross sections will be taken at 50-foot intervals along Montpelier Road except along vertical curves at which cross-sections will be taken at 25-foot intervals. A total of 8 canal cross sections will be taken for utilization in HEC-RAS hydraulic study. Cross sections will be taken as follows:

Montpelier Road cross sections:

- 25-foot interval sections along bridge top edge of deck and centerline only.
- 500-feet of 50-foot interval sections for the north roadway approach to the bridge.
- 500-feet of 50-foot interval sections for the south roadway approach to the bridge.

Turlock Irrigation District (TID) Main Canal cross sections:

- Three Sections downstream.
- Two Sections at the existing bridge (one at upstream face, one at downstream face).
- Three Sections upstream.

Right of Way Mapping | Prepare a right-of-way requirements Map based on identified right-of-way requirements. The right-of-way requirements map shall define all property acquisition required. It appears that a total of four properties may be affected based on a review of the Stanislaus County Assessor's Maps. Prepare an Easement Requirements Map based on identified easement requirements. The Easement Requirements Map shall define all easement acquisitions required.

Perform a field survey to set stakes at each proposed right-of-way and easement acquisition. Based on the final approved acquisition areas, prepare appropriate right-of-way and easement legal descriptions and exhibits.

Preliminary Title Reports | Procure four (4) Preliminary Title Reports for the properties affected by right-of-way and/or easement acquisitions. Title reports shall be obtained twice, once during research and mapping and during the right-of-way acquisition phase. Review and plot existing right-of-ways and easements based on Preliminary Title Reports.

Pre-Construction Record of Survey and Monument Preservation | Perform research for existing horizontal and vertical control monuments and property corners within the project limits. Set reference ties for each monument found. Prepare and submit pre-construction Record of Survey to the Stanislaus County Surveyor for processing and filing. Monument



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

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

Task 1.2.2 | Deliverables

- Three Plots of Topographic Survey and Boundary Survey.
- Control Diagram with Local Control, Basis of Bearings, and Vertical Control.
- Survey Notes, including existing alignments and monumentation.
- CD of Drawings and Electronic Deliverables which include the following:
- Topographic Survey and Boundary Survey Drawing.
- Point file in PNEZD comma delimited text file.
- DTM of Existing Ground without Structure.
- DTM of Existing Ground with Structure.
- Land XML file or AutoCAD Civil3D 2019 file to include Points, DTM, and Alignment.
- Preliminary Title Reports, total 4 (PDF)
- Eight (8) Legal Descriptions and Plats
- Existing Right of Way Map
- Filed Corner Records
- Recorded Record of Survey

Task 1.2.3 | Geotechnical Investigations

Consultant will prepare a Preliminary Foundation Report following the Caltrans Guidelines for bridge foundation report preparation and following the Local Assistance Procedures Manual (LAPM) geotechnical studies submittal requirements. The following describes the work to be performed under this task.

Field Investigation and Laboratory Testing:

- Visit the site to mark out in white paint the proposed boring locations, and call USA North 811 a minimum of 72 hours prior to the start of the field investigation work to identify potential underground conflicts.
- Pay all fees and obtain a well construction/destruction (boring) permit from the Stanislaus County Department of Environmental Health to perform borings at the Project site.
- Obtain an encroachment permit to perform work within the County's right-of-way (at no cost).
- Drill two (2) soil and boring to completion depths of between 50 to 60 feet below existing site grades. These boring will be located within the existing roadway (traffic control required) behind the existing abutments of the existing bridge. Soil sampling will generally be performed on 5 foot intervals as the drilling progresses. Both 1.4 inch and 2.5 inch ID drive samplers driven with a 140 pound hammer free falling 30 inches generally conforming to the Standard Penetration Test (ASTM D1586) will be used to obtain disturbed and relatively undisturbed representative soil samples for use in better characterizing the soil conditions at the proposed foundation locations.
- Consultant will have an engineer or geologist on-site full time logging the recovered soil samples as drilling progresses. The recovered soil samples will be classified using the 2010 Caltrans Soil and Rock Logging, Classification, and Presentation Manual.
- The borings will be backfilled with lean cement grout in accordance with the State Water Resources Control Board requirements. Drill cuttings will be spread out onsite in existing earthen areas.
- Representative soil samples will be tested in a laboratory to better determine their engineering parameters. Laboratory testing will generally consist of moisture/density testing, gradation determination, plasticity,



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corrosive potential, unconfined compressive strength, and R-value testing. Actual testing will be determined when the representative soil samples are recovered during the field investigation.

The descriptions of the encountered soils, summary of laboratory testing, and locations of the borings will be provided on a LOTB prepared in accordance with Caltrans requirements.

Preliminary Foundation Memorandum | Per the requirements of the LAPM, Consultant will prepare the Preliminary Bridge Foundation Report in general accordance with the 2017 Caltrans Foundation Reports for Bridges for the proposed structure to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A description of the geotechnical work performed.
- A project summary and description of the proposed improvements.
- An overview of the field investigation performed as part of this study.
- A summary of the laboratory testing performed as part of this study.
- A discussion of the regional and site geology as it pertains to the proposed improvements.
- A preliminary discussion of the regional seismology and assumed preliminary seismic design parameters for the proposed Project site in accordance with the Caltrans ARS Online Design Tool Version 3.0 and the Caltrans Seismic Design Criteria, Version 2.0, April 2019.
- A preliminary discussion of the liquefaction potential.
- A summary and discussion of the available as-built information as it pertains to the proposed foundation selection.
- A discussion of the preliminary foundation recommendations for the proposed bridges taking into account the preliminary loading demands, site soil conditions, environmental constraints, and cost.

Consultant will prepare the Preliminary Bridge Foundation Reports for submittal to the project team for review and use for type selection.

Task 1.2.3 | Deliverables

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

Task 1.2.4 | Hazardous Materials Evaluation + Report

Aerially Deposited Lead (ADL) Study | Consultant will perform an Aerially Deposited Lead (ADL) Study to better characterize the potential of ADL contaminated soils within the project limits. Consultant will sample at 300-foot sample intervals (total four locations) along the proposed approaches at discrete depths of 6 inches, 12 inches and 24 inches using hand sampling equipment. Collected samples will be placed in laboratory-approved containers, sealed, properly labeled, and placed in a cooler on ice pending transportation to the analytical laboratory under the Chain of Custody (COC) protocols.

All samples shall be tested for total lead, Total Threshold Limit Concentration (TTLC). The results of the testing will be summarized and soil classified as to hazardous or non-hazardous waste types and disposal requirements. Recommendations for reuse onsite will also be provided. This information will be prepared under a report format for submittal to the regulatory agencies.

Asbestos Containing Material (ACM) Study | Consultant will perform an asbestos survey of the bridge concrete and concrete aggregate. The survey will be prepared in compliance with the federal National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation for asbestos.

Consultant will conduct the survey under the direction of a Certified Asbestos Consultant. The survey will involve destructive sampling of the existing bridge materials suspected to contain asbestos. Repairs will not be made to the



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bridges and associated structures where the materials will be sampled. Sierra will document the sample locations with photographs and sketches. Samples will be submitted to a local accredited laboratory to be analyzed by polarized light microscopy. It is estimated up to six (6) samples will be collected from the bridge abutments and deck.

The results of the laboratory testing will be summarized along with recommendations for worker safety and bridge demolition disposal in a report format.

Task 1.2.4 | Deliverables

- ADL Testing Results Report
- ACM Testing Results Report

Task 1.2.5 | Bridge Hydraulic Studies

Data Review and Field Investigation | Consultant will review available data, including previous studies, provided by the County and the Project Team. Key information to review will be the available hydrologic and hydraulic data for TID Main Canal and County records for the bridge site. Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Hydrologic and Hydraulic Analyses | Prepare a Bridge Design Hydraulic Study for the proposed Project. Hydraulic design standards, including freeboard, will comply with TID and County requirements. Coordinate with TID to determine design flows for Main Canal. The project is not located within a FEMA Special Flood Hazard Area (SFHA). It is assumed irrigation flows obtained from TID will be used for the design flow in the existing and proposed condition hydraulic model.

Consultant will prepare an existing and proposed conditions hydraulic model of the TID Main Canal in the vicinity of the proposed project using HEC-RAS. The existing condition hydraulic model will be developed using as-built and survey data from the existing bridge and canal. The proposed condition hydraulic model will be developed using the preliminary bridge design.

The hydraulic model will be used to show the proposed bridge structure will result in no increase in water surface elevation from the existing condition and that the project meets required freeboard standards. The Bridge Design Hydraulic Study will present the results of the hydrologic and hydraulic analysis, including any assumptions.

Scour Analysis | Consultant will determine contraction scour, local scour, and long-term bed elevation change using the methodology presented in FHWA Hydraulic Engineering Circular No. 18 (HEC-18); and will prepare calculations for required scour countermeasures as necessary using the methodology presented in FHWA Hydraulic Engineering Circular No. 23 (HEC-23) and the FHWA Technical Brief "Hydraulic Considerations for Shallow Abutment Foundations". Geotechnical information needed to complete the scour analysis, such as stream bed samples and soil gradation curve, will be supplied by the Consultant geotechnical engineer.

Hydromodification | The proposed project is not anticipated to create or replace more than one acre of impervious surface; therefore, hydromodification requirements are not anticipated to apply to the proposed project.

Task 1.2.5 | Deliverables

- Draft and Final Bridge Hydraulic Summary Report (PDF)

Task 1.2.6 | Preliminary Utility Coordination

With County's assistance, develop facilities list and owner contact information. Prepare Utility Verification Letters (identification, facility maps, and verification) to be sent to all utility owners believed to be within the Project's footprint. Information received from the utility companies will be incorporated into the base files and verified visually in the field. Identify known conflicts on the geometric approval drawings.

Task 1.2.6 | Deliverables

- Utility Identification/Verification Letters



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Task 1.3 | Preliminary Engineering Design

Task 1.3.1 | Rehabilitation Vs Replacement Report

Consultant will prepare a draft and final report for Caltrans approval with recommendations for either rehabilitation or replacement of the existing structure. The report will include existing bridge deficiencies, rehabilitation and replacement alternatives, and cost estimates for alternatives. It is assumed one (1) Advanced Planning Study and one (1) Roadway Plan and Profile sheet will be prepared for a rehabilitation alternative, and one (1) Advanced Planning Study and one (1) Roadway Plan and Profile will be prepared for a replacement alternative.

Report will be submitted for review to Caltrans District 10 Local Assistance, Caltrans Structures Local Assistance, and to the HBP Managers at Caltrans Headquarters. Consultant will compile responses received from each of the aforementioned Caltrans divisions in a matrix and provide responses addressing the comments.

Task 1.3.2 | Project Constraints + Design Criteria Memo

Once formal approval of replacement has been obtained from Caltrans, Consultant will proceed forward with preliminary engineering. Prepare a Constraints summary that shall include environmental resources, property, utility, and alignment constraints.

Prepare a geometric design criteria (GDC) summary by reviewing AASHTO, County, and Caltrans highway design criteria and, in coordination with the County, develop acceptable roadway design criteria. The memo will focus on the twelve geometric controlling criteria with a primary importance for safety in the selection of AASHTO design standards as designated by FHWA. The summary will incorporate design designation information, existing and forecast future year traffic counts from County, and other available data used to select the appropriate design criteria. The summary will consider planning efforts and HBP requirements.

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

Task 1.3.3 | Geometric Plans for Project Alternatives

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

Task 1.3.4 | Project Design + Type Selection Report

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

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

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

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

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



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Task 1.3 | Deliverables

- Draft and Final Rehabilitation vs Replacement Report
- Project Constraints and Design Criteria Memo (PDF)
- Geometric Approval Drawings and Bridge General Plans (PDF)
- Draft and Final Project Design Report (PDF)

Task 1.4 | Public Outreach

The recommended program for public outreach incorporates these primary activities - community outreach plan; stakeholder identification and development of a database; public meetings; publicity and advertising; information for pertinent websites; and email and telephone hotlines. One-on-one meetings with key stakeholders will also be included. PCMS will prepare reports of public outreach and involvement activities that will include careful, detailed summary reports of preparations for and implementation of the public meetings and listings of community concerns and issues.

Identification of Stakeholders | Consultant will work with Stanislaus County and the Project Team to identify a geographic area of interest to the project. Consultant will research and develop a stakeholder database, which will be updated throughout the project with names from the public meeting sign-ins; information from the project team; and from telephone, e-mail and personal contacts. The stakeholder database, which will be designed to meet State CEQA Guidelines and requirements for noticing, will also be coded according to interest and ongoing involvement/interaction with the project. Groups in the stakeholder database will include, but not be limited to, the following:

- Stanislaus County elected officials, and other pertinent elected and appointed officials.
- Pertinent County staff
- Residents and property owners nearby
- Businesses and other establishments
- School districts and other transit providers
- Groups representing businesses, agriculture, and trucking
- Civic, community, and environmental groups
- Emergency responders
- Utilities
- Other pertinent local, state and federal agencies and stakeholders

Public Information Meetings | One Public Information Meeting will be held to present project concepts and design features to neighboring property owners, residents and businesses and to the general public, to receive comments. The meeting will be held in a facility nearby the project and will be designed to provide information and to obtain feedback on the project features, design alternatives for the roadway, and perceived impacts to adjacent properties, agricultural operations, and other businesses during and after construction.

Consultant will schedule the public meeting; make all site arrangements; compose, design, and issue meeting notices to the stakeholder database; prepare and place advertising in local media; and prepare and send news releases to mainstream and alternative news media, after obtaining prior approval of the County.

Consultant will also prepare agendas, sign-in sheet, comment sheets, signage, and other print materials; facilitate meeting proceedings; assist with preparing exhibits to illustrate concepts and plan elements; provide refreshments; provide Spanish-language translation, if indicated; and record public comments/assist with appropriate responses.

Consultant will compile all comments and recommendations for administrative and public review in detailed summary meeting reports. Consultant will also include appropriate reporting.

Preparation for the public meetings may include a "dry run" with the County and Project Team, if desired. The dry run will review the format and information that will be presented at the public meetings.

Additional Meetings (if needed) | Consultant will arrange for, take minutes, and provide a detailed report of approximately four (4) one-on-one meetings with nearby property owners or other pertinent individuals/organization representatives. The meetings will include the County's project manager.



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Consultant will make personal contact with all businesses and property owners in the immediate vicinity of the project to ensure exchanges of information between business managers and the project team as well as property owners.

Task 1.4 | Deliverables

- Stakeholder Database with activity/involvement and quarterly updates
- Graphics, fact sheets, FAQs project map, schedule and other information regarding the project
- First-class mailed meeting notices, news releases, advertising, agenda, comment sheets, sign-in sheet, a frequently asked questions document, signage, exhibits, meeting facilitation, and records of public comments and responses, meeting summary, refreshments, and reports.

Task 1.5 | Environmental Studies

Environmental documentation pursuant to NEPA is required, and will be processed through Caltrans' Local Assistance Program. All technical studies required for NEPA approval would be completed in accordance with Caltrans' Standard Environmental Reference (SER) guidelines and Local Assistance Procedures Manual (LAPM).

Consultant anticipates that an IS/MND would be the appropriate level of CEQA documentation to meet the County's lead agency responsibilities.

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

Task 1.5.1 | Project Initiation, Field Review + Background Investigation

Once replacement has been approved by Caltrans, Consultant will prepare a detailed project description, including project components, purpose and need, environmental study limits (ESL), and timing of construction. Consultant will prepare a Draft Preliminary Environmental Study (PES). The PES will be completed pursuant to Caltrans' SER and LAPM, and will include a reasoned explanation for all checklist answers and all attachments necessary to support conclusions in the PES. Consultant will submit the Draft PES to the County for review and approval. Once the Draft PES has been approved by the County, Consultant will finalize the revisions, submit the PES to Caltrans, and coordinate as needed for review and approval of the document. It is assumed that one field review meeting will be held at the site with Caltrans District 10 staff to review and discuss the completed draft PES form.

Task 1.5.2 | Biological Resources: Natural Environmental Study (Minimal Impacts)

To document the existing biological resources in the project area, identify potential project impacts, and develop appropriate impact avoidance, minimization, and mitigation measures, a Natural Environment Study (Minimal Impacts) (NES(MI)) will be prepared.

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

Field Surveys | Consultant will systematically survey the BSA for plant and wildlife species, their signs, and/or potential habitat. Consultant will inventory botanical and wildlife resources observed in the BSA and will identify and record all existing vegetation communities in this area. Botanical surveys will be conducted during the appropriate blooming period for species with the potential to be in the project area (May), where feasible. The limits of potentially jurisdictional areas, including waters of the U.S. and waters of the state, will be identified based on the ordinary high water mark (OHWM) and edge of canal banks. Consultant will assess the existing habitat and potential for special-status species to be in the BSA during field surveys.



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Natural Environment Study (Minimal Impacts) | Following completion of the background research, BSA investigations, and field surveys, Consultant will summarize the results of these studies into a NES(MI). The NES(MI) will include a discussion of the existing biological resources in the BSA, applicable regulations, potential project impacts, and proposed avoidance, minimization, and mitigation measures to minimize and/or mitigate these impacts to the extent feasible. If present, jurisdictional areas will be discussed in the NES(MI). The NES(MI) will also discuss any consultation required with other agencies to obtain project approvals and environmental permits, if necessary.

Task 1.5.3 | Cultural Resources: Area of Potential Effects Map, Archaeological Survey Report, Historic Property Survey Report

Background Research | Consultant will conduct a one-mile records search at the Central California Information Center located at California State University, Stanislaus. Information on historic built environment resources will be provided. In addition, Consultant will contact the Native American Heritage Commission (NAHC). The NAHC will perform a Sacred Lands File search and provide a list of Native American groups to contact regarding this project. Consultant will review on-line historic aerial maps, Sanborn maps, historic topographic maps of the area, and additional on-line research, as necessary.

Area of Potential Effects Map | The Area of Potential Effects (APE) Map for the proposed undertaking will be delineated in consultation with Caltrans and in accordance with Attachment 3 of the Section 106 PA and appropriate sections of the SER. Duke CRM will prepare an APE Map to include all properties that might be affected by the project including construction staging areas, and work with the County and Caltrans cultural resources staff to determine the appropriate APE boundaries. The APE Map will be generated from digital ArcGIS layers (shapefiles or geodatabase layers) provided by the engineer and formatted to Caltrans specifications. Consultant will submit the draft APE map and coordinate with the County and Caltrans as needed for review and approval of the map.

Field Survey | After the background research is complete and the APE Map is signed, Consultant will conduct a systematic pedestrian field survey of the project area. The purpose of the survey is to identify any cultural (historic or prehistoric) resources that may be impacted by the project, characterize the setting of the project, and to field check any previously recorded cultural resources within or immediately adjacent to the project discovered by the records search. The ground surface will be visually examined by an archaeologist for evidence of prehistoric (Native American) or historic (Spanish, Mexican, and American period) archaeological resources. Photographs will be taken to document the survey. It is not known at this time if any archaeological resources exist within the project area.

Archaeological Survey Report (ASR) | Consultant will prepare an Archaeological Survey Report (ASR) in Caltrans' format. The ASR will include a project description, a natural and cultural setting section, methods, results, archaeological sensitivity analysis, impacts analysis, and recommendations for further work, if necessary. Photos, project maps, and up to five historic maps will be included. Consultant anticipates negative findings for archaeological resources.

Native American Consultation | Consultant will conduct Native American Consultation as part of AB52 with the County serving as the CEQA lead agency, and as part of Section 106 with Caltrans serving as the NHPA lead agency. Consultant will contact the County and Caltrans to discuss the specific methods of coordinating consultation for AB52 and Section 106, respectively. Based on recent experience, Consultant will prepare separate AB52 and Section 106 letters to be reviewed and approved by the County and Caltrans, respectively. Consultant will then send the letters to Native American groups via U.S. Certified Mail on behalf of the County and Caltrans. Four weeks after the letters are sent, Consultant will make follow up emails/phone calls to Native American groups in order to determine which groups would like to consult with the County and/or Caltrans. Consultation will then take place between the County, Caltrans and each Native American group. Results of these efforts will be documented in a consultation matrix and will be attached to the ASR.

Historic Property Survey Report | The existing bridge was previously evaluated for historic significance and is listed in the Caltrans historic bridge inventory as Category 5 (not eligible for the NRHP). However, the evaluation of the bridge was conducted more than 10 years ago and the context that the bridge was evaluated under was limited to its architecture/engineering (at the statewide context). Therefore, the bridge may require re-evaluation for historic



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significance under other criteria. Additionally, the bridge crosses over the TID Main Canal, which may have historic significance as well.

The TID Main Canal and Ditch have been previously evaluated and both received a status code of 6Y, or not eligible for the National Register, by the FHWA within the past five years. However, it is unclear if the prior evaluation covered the segment that crosses the bridge; therefore, a records search would be conducted to determine if the previously evaluated resources include the segment where this project is located. Consultant presumes that the bridge and the TID Main Canal are not eligible resources and would be treated as “previously evaluated not-eligible resources” on the HPSR Short Form.

Consultant will prepare an HPSR Short Form that will include the results of the records search, previously identified resources, project maps, APE Map, a summary of outreach with interested parties and Native American Groups, and a summary of the ASR. The HPSR would be submitted to Caltrans District 10 for review/signature and the Section 106 process would be complete. If the Caltrans PQS determines that the bridge should be re-evaluated or if the TID Main Canal is determined to be eligible for the NRHP, Consultant will prepare an Eligibility Memo, a Historic Resources Evaluation Report (HRER) for the bridge, and a Finding of No Adverse Effect with Standard Conditions (FONAE-SC) (optional tasks identified below).

Task 1.5.4 | Phase I Initial Site Assessment

Consultant will conduct a Phase I ISA in accordance with Caltrans procedure. Consultant will review and available historic aerial photographs, insurance and land use maps, and available title reports to determine the potential for the presence of RECs, as well as perform a site visit to visually observe any indications of RECs within the project limits. Consultant will also order an Environmental Data Resources (EDR) Database search for the project, which is a database search of all regulated underground storage tanks (USTs), active and closed case files of cleanup operations, and regulated sites.

Task 1.5.5 | Water Quality Technical Memorandum

For projects located over a waterway, Caltrans will require a Water Quality Technical Memorandum (WQ Memo). Consultant will prepare a WQ Memo for the project. Background information for the project vicinity, including other studies completed, will be reviewed. Consultant will identify and describe existing waterways and watersheds, identify specific water quality concerns in the area, evaluate the potential for project impacts, and identify appropriate measures to minimize these impacts. Construction-related impacts and long-term impacts to water quality will be qualitatively evaluated, and both direct and cumulative impacts related to the project will be described. The WQ Memo will address regulatory compliance, including conformance with the Caltrans Statewide National Pollutant Discharge Elimination System (NPDES), and identify applicable best management practices included in the project design. If mitigation is required for the project, mitigation measures will be outlined in the WQ Memo.

Task 1.5.6 | CEQA Environmental Document: Initial Study/Mitigated Negative Declaration

The project may have significant impacts to environmental resources that would require the preparation of an IS and issuance of a MND. Consultant will complete the preparation of all CEQA documentation and support the County in meeting its Lead Agency responsibilities for public notification and approval of the CEQA document by completing the following tasks:

Administrative Draft Initial Study | Following completion of the technical analyses described previously, Consultant will reference the results of these studies, as well as other background research, to prepare an Administrative Draft IS, consistent with CEQA Guidelines Appendix G and in a format acceptable to the County. The document will include all of the required sections for an IS and will address on-site and off-site impacts of the project. Consultant will submit the Administrative Draft IS to the County. Consultant will address County comments received prior to public circulation of the document.

Draft Initial Study/Mitigated Negative Declaration | Once the Administrative Draft IS has been approved by the County, Consultant will finalize the Draft IS (with anticipated MND) and circulate the document to the public for the 30-day public review period. Consultant will also prepare the Notice of Completion (NOC), Notice of Intent to adopt a Negative Declaration (NOI). Consultant will produce copies of the Draft IS/MND and distribute the document to the appropriate



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agencies and public for review and comment. Consultant will also file the NOC with the State Clearinghouse and the NOI with the Stanislaus County Clerk-Recorder. It is assumed that the County will be responsible for any local and/or media postings of notices and document copies.

Final Initial Study with Mitigated Negative Declaration | Following circulation of the Draft IS (with anticipated MND), Consultant will coordinate with the County to prepare responses to any public comments received (as appropriate) and incorporate the responses and any required revisions into the document. Consultant will then prepare a Final MND and submit it to the County for review. Concurrent with preparation of the Final MND, CONSULTANT will prepare a Mitigation Monitoring and Reporting Plan (MMRP) for the purposes of tracking compliance with identified avoidance, minimization, and mitigation measures. The MMRP will include a description of required measures, timing of implementation, and responsible parties. The MMRP may be included as a section of the Final MND.

Consultant will also prepare the Notice of Determination (NOD) and will coordinate as needed for the adoption of the Final MND by the County. Within five days of project approval, Consultant will file the NOD with the Stanislaus County Clerk-Recorder.

Task 1.5 | Deliverables

- One electronic copy and up to two hard copies of the NES(MI)
- One electronic copy of the APE Map, and up to two hard copies of the ASR/HPSR
- One electronic copy and up to two hard copies of the WQ Memo
- One electronic copy and one hard copy of the Administrative Draft IS
- Fifteen electronic copies, and two hard copies of the Draft IS/MND; one electronic copy and three hard copies of the NOC and NOI
- One electronic copy and one hard copy of the Final MND; obtain a NOD

Task 1.6 | 30% Design Plans + Estimate

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

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

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

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

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

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



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Task 1.6 | Deliverables

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

Phase 2 | Final Design and Permitting

Phase 2 will complete the technical engineering design, including final geotechnical recommendations and drainage design, resulting in a final set of plans, specifications, estimate, and environmental permitting to be used for advertisement and bidding.

Task 2.1 | PM - Final Design

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

Task 2.1.1 | PDT, Coordination

Consultant will organize, conduct, and document up to four (4) PDT meetings or conference calls to discuss action items from previous meetings, work progress, planned work for the next period, current and potential problems coupled with associated risks and recommended resolutions, and other project issues. Prepare meeting agendas, action item tracking, schedule updates, and meeting notes.

Task 2.1.2 | Project Controls

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

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

Task 2.1 | Deliverables

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

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

Based on responses received from the Utility Verification Letters and the preferred project alternative, utility information will be added to be base map. Pothole potential impacted facilities to positively identify horizontal and vertical location. Pothole data will be included in the project plans. Prepare utility conflict mapping to be distributed to the affected utilities. Identify conflicts and prepare letters to Request Conflict Resolution and Liability Determination. Review relocation plans and incorporate in the project plans. Prepare Record of Investigation (ROI) and Utility Agreement (UA) to document the County's liability for utility relocation costs for necessary utility relocations where owners provided prior rights documentation. Coordinate with owners to develop relocation plans/conflict resolution. Prepare and send Notice to Owner (NTO) letters with final project plans to owners to notify need of relocation due to construction and to confirm relocations have occurred and no conflicts exist. Submit ROI package, UA, and NTO letters to Caltrans District Utility Coordinator for review and approval.

Task 2.2 | Deliverables

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



Detailed Scope of Work

Montpelier Road over TID Main Canal Bridge Replacement Project

Task 2.3 | Right-of-Way (Easements + Acquisitions)

Task 2.3.1 | Right of Way Implementation

The bridge structure is immediately adjacent to the neighboring private properties and it is assumed the project will require the acquisition of permanent and temporary property rights from all four (4) quadrants.

Fee Appraisal | The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing the County's acquisition process, and contract information to answer questions and concerns. The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP). Perform an inspection of the subject property that will address the extent of the inspection and description of the neighborhood, extent of property inspection, and the level of detail of the description of the physical characteristics of the property being appraised. Present and analyze relevant market information. Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Appraisal Review | Review appraisals will be provided for each appraisal in accordance with State and Federal law and County policy as required. The review appraiser will develop an opinion as to the completeness of the material and apparent adequacy of the data and appraisal methods and techniques. Review appraisals will be forwarded to the County for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Acquisition and Negotiation | Consultant will provide ROW delivery services required for the County to purchase ROW required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and County's ROW Policies and Procedures.

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost.
- Coordinate and manage the acquisition process with the County, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review ROW plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of the County's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- Consultant's acquisition agent will meet personally with each property owner to present the County's purchase offer, explain the project design requirement and inform him or her of the County's ROW acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to the County's specifications.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to the County for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to the County for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.



Detailed Scope of Work

Montpelier Road over TID Main Canal Bridge Replacement Project

- Escrow Coordination - Coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to the County, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and the County. Upon closing of escrow, tax cancellation letters will be prepared for County signature, as necessary, for fee interest acquisitions.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to the County. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with the County in recommending solutions to achieve acceptance of the offer.
- Eminent Domain Support – If requested, coordinate with County's condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by the County.
- Provide bilingual acquisition agents, if necessary.
- Prepare all applicable forms, secure property owner's approval and signature and submit the forms to the County for review and acceptance.
- Upon completion of the acquisition process for each property or property interest, or at project completion, Consultant will provide the County with the original acquisition file as well as electronic copy of files for future audit purposes.

Right of Way Certification | Consultant will prepare and submit to Caltrans, and FHWA, if necessary, a right-of-way certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

Task 2.3 | Deliverables

- Appraisal Reports and Appraisal Reviewer's Reports, up to 4 total (PDF)
- Acquisition Offer Packages, up to 4 total (PDF)

Task 2.4 | Final Engineering Studies

Task 2.4.1 | Final Geotechnical Investigations

Draft Foundation Report | Consultant will prepare a Bridge Foundation Report in accordance with the 2017 Caltrans Foundation Reports for Bridges to provide design and construction recommendations for the bridge replacement. The report will include the following:

- A Project summary and description of the geotechnical work performed.
- A discussion of the regional and local geology as it pertains to the Project.
- A summary of the identified site soils, summary of the laboratory testing results, and a LOTB with the boring presented.
- A discussion of the regional seismology and seismic design parameters for the proposed Project site in accordance with the Caltrans ARS Online Design Tool Version 3.0 and the Caltrans Seismic Design Criteria, Version 2.0, April 2019.
- A liquefaction evaluation of the identified site soils.
- An engineering soil profile of the Project site that will be used to aid in the design of the proposed foundations.
- The results of the grain size determination of the site soils for use in determining the predicted scour at the site based upon the proposed bridge configuration.
- Slope stability analyses will be performed for the new bridge slopes.



Detailed Scope of Work Montpelier Road over TID Main Canal Bridge Replacement Project

- Approach grading recommendations to aid in the temporary construction staging and any profile correction work.
- New flexible structural pavement section recommendations for the reconstructed roadway approaches.
- Contract Standard Special Provision (SSP) language for inclusion in the Contract Documents to better identify and quantify the foundation construction risk during bidding.

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

Task 2.4.1 | Deliverables

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

Task 2.5 | Plans, Specifications + Estimate

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

Sheet Title	Anticipated # of Sheets
Title Sheet	1
Typical Cross Sections	1
Project Control	1
Layout Plan and Profile (incl. Drainage and Utilities)	1
Construction Details	5
Erosion Control & Quantities	1
Utility Plan	1
Traffic Handling, Detour, Details, QTYs	1
Signing and Striping Plan, QTYs	1
General Plan	1
Deck Contours	1
Foundation Plan	1
Abutment Layout	1
Abutment Details	2
Typical Section	1
Girder Layout	1
Girder Details	1
Miscellaneous Details No. X	1
Log of Test Borings	2
Total Sheet Count:	25

Task 2.5.1 | 60% PS+E + Bid Item List

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

Task 2.5.1 | Deliverables

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



Detailed Scope of Work Montpelier Road over TID Main Canal Bridge Replacement Project

Task 2.5.2 | 90% PS+E + Independent Check

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

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

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

Task 2.5.2 | Deliverables

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

Task 2.5.3 | 100% Final PS&E

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

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

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

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

Task 2.5.3 | Deliverables

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



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Montpelier Road over TID Main Canal Bridge Replacement Project

Task 2.6 | Permits, Licenses, Agreements + Certifications (PLACs)

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

Task 2.6.1 | Agencies + Owners

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

Phase 3 | Services During Construction

Phase 3 will include providing bidding support during advertisement of the project, performing construction staking for the project, and providing construction engineering support to the County throughout the duration of construction. The phase is concluded with the preparation of "as-built" drawings and recorded record of survey.

Task 3.1 | Bidding Support

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

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

Task 3.2 | Construction Staking

Provide construction staking for the project. All construction staking will be performed in conformance with Attachment "B" for Construction Surveys and include the following:

- Calculate survey offset positions for project improvements. Prepare field staking notes and cut sheets.
- Right-of-way stakes for clearing.
- Rough grade roadway and canal stakes.
- Drainage piping stakes.
- Bridge abutment, pier, wingwall, and deck stakes.
- Finish grade roadway and canal access road stakes.
- Fencing stakes.

Task 3.3 | Construction Engineering Support

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

- Preconstruction Meeting attendance (1 Meeting).
- Responses to Requests for Information (RFI) (Assume 5 Maximum).
- Assistance with preparation of Contract Change Orders (CCO) (Assume 4 Maximum).
- Review of submittals (Assume 3 Different Submittals Maximum).
- As-built drawing final processing and providing reproducible record drawings. This assumes complete, accurate, and legible red-marked construction plans are provided by the Resident Engineer upon completion of the project construction.

Task 3.4 | Post-Construction Record of Survey and Monument Preservation

Perform a Field Survey to verify the monuments shown on the Pre-Construction Record of Survey. Set monuments at each of the new right-of-way dedication locations and at any location that existing monuments were found to have been disturbed by construction activities. Roadway monuments that require monument wells to be placed, will be placed by the Contractor for the project. Prepare and submit a Post-Construction Record of Survey to the Stanislaus County



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Surveyor for processing and filing. Monument preservation will be performed in accordance with the requirements of Section 8771 of the California Business and Professions Code (Land Surveyors Act). It will also comply with the requirements of Section 1810.5 of the California's Streets and Highways Code and will show the following:

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

Task 3 | Deliverables

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

Optional Services | Additional Studies

Drainage Design | Consultant will prepare drainage calculations and provide drainage design as required for the proposed project. No existing drainage facilities are located within the vicinity of the proposed project; therefore, it is assumed the drainage patterns in the existing site will be maintained in the proposed conditions. Drainage designs and drainage plans will be prepared in accordance with Stanislaus County Standards and Specifications (2014 Edition). Drainage facilities will be designed using the rational method per County requirements.

Stormwater Quality | The proposed project is not anticipated to disturb more than one acre of land and is located outside of areas defined by the County as subject to the Construction General Permit and NPES MS4 Phase II permit; therefore, an Erosion and Sediment Control Plan will be required.

Traffic Counts | Consultant will use mechanical traffic data collection (tubes) counters to collect traffic data at the bridge. The equipment will be deployed on a Monday, and the final data will be delivered on Friday of the same week. Output will include speed, classification, volume, and gap data.

Farmland Impacts | The DOC established the Farmland Mapping and Monitoring Program (FMMP) in 1982. The goal of the FMMP is to provide consistent and impartial data to decision makers for use in assessing present status and planning for the future of California's agricultural land resources. One of the primary responsibilities of the FMMP is to produce Important Farmland Maps and statistical data for California's agricultural resources. Important Farmland Maps identify the location and quality of agricultural land across the state. The DOC also manages the Williamson Act Program, which enables local governments to enter into contracts with private landowners for the purpose of restricting specific parcels of land for agricultural or related open space use.

The project site is adjacent to lands identified by the DOC as Prime Farmland, as well as Williamson Act lands. If it is determined that the project would result in conversion of farmlands to other uses, Parts I, III, and VI of Form AD 1006 must be completed to calculate the Total Site Assessment value of the farmland. If preferred by Caltrans, CONSULTANT will complete a CPA-106 Form instead; the process for completing each form is essentially the same. CONSULTANT will prepare the farmland form and submit it to the County for review. Once approved by the County, CONSULTANT will submit the form to Caltrans for review and approval of the document. It is assumed that the Total Site Assessment value would be under the 160-point threshold; therefore, the form would not require analysis by the National Resource Conservation Service (NRCS) local field office. It is assumed that a separate memorandum would not be required for CEQA because information relevant to Williamson Act lands would be included in the IS.

Aquatic Resource Delineation | If it is determined that TID Main Canal falls under the jurisdiction of the USACE as waters of the U.S., because work in the canal is anticipated, the limits of waters under jurisdiction of the USACE will be delineated to support the regulatory permitting process.



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Field Delineation | CONSULTANT will delineate wetlands and other waters of the U.S. CONSULTANT will identify wetlands, OHWM, and other jurisdictional limits within the BSA. The actual presence or absence of USACE wetlands will be verified through the presence of hydrologic conditions, hydrophytic vegetation, and hydric soils pursuant to the USACE's 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region and its 1987 Corps of Engineers Wetlands Manual. The spatial limits of all wetlands and/or other waters of the U.S. will be mapped according to USACE's minimum mapping standards.

Aquatic Resource Delineation Report | Consultant will summarize existing regulatory setting, project area conditions, and delineated wetlands and waters of the U.S. in an Aquatic Resource Delineation report. The report will be used to (1) assist the design team in avoiding impacts to jurisdictional areas; (2) provide the jurisdictional information necessary for the supporting project environmental documentation; and (3) support the regulatory permitting process.

Clean Water Act Section 401 and 1602 Streambed Alteration Agreement | TID Main Canal is within the TID irrigation system and is used for irrigation purposes. Waters in this system originate at the Tuolumne River, and are diverted into Turlock Lake, which is a reservoir, and then released into the irrigation system. Most of the irrigation canals in the system are partially or completely lined. Downstream, any remaining water not used for irrigation is released back to rivers or spillways.

TID Main Canal is an engineered irrigation canal within the TID irrigation system. Within the project area, the canal appears to flow to southwest (based on GE and elevation changes), and there is a flow control gate to the northeast (upstream) of the bridge. Because it is part of the canal system, it is assumed that water in the canal originates primarily from the Tuolumne River via Turlock Lake, and may eventually flow via the canal network to a downstream waterway.

The Clean Water Act provides the Regional Water Quality Control Board (RWQCB) with jurisdiction over waters of the state. Section 401 of the Clean Water Act requires applicants acquiring permits from the USACE under Section 404 obtain a Water Quality Certification from the RWQCB for the state in which the discharge originates. The RWQCB typically takes jurisdiction over all surface waters and groundwater in the state of California; therefore, TID Main Canal is considered waters of the state.

If the canal is determined to be under USACE jurisdiction (see task 3.14(b) above), CONSULTANT will prepare an application for a Section 401 Water Quality Certification for submittal to the RWQCB. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the Central Valley RWQCB. If the canal is determined not to be under USACE jurisdiction, CONSULTANT will prepare an Application/Report of Waste Discharge. CONSULTANT will coordinate with the County and RWQCB as needed to obtain the 401 Certification or the waste discharge requirements (WDR). If warranted, a site visit will be coordinated with the RWQCB and other regulatory agencies to facilitate the process.

Section 1602 of the Fish and Game Code requires submittal of a Streambed Alteration Notification to the CDFW for any activity that may substantially divert or obstruct the natural flow or substantially change the bed, channel, or bank of any river, stream, or lake. The CDFW reviews the proposed actions and, if necessary, submits to the applicant a proposal for measures to protect affected fish and wildlife resources. The final proposal that is mutually agreed upon by CDFW and the applicant is the Streambed Alteration Agreement.

Streams (and rivers) are defined by the presence of a channel bed and banks and at least an intermittent flow of water; therefore, TID Main Canal is expected to fall under the jurisdiction of the CDFW. CONSULTANT will prepare a Streambed Alteration Notification package for submittal to the CDFW. The notification will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the CDFW. If warranted, a site visit will be coordinated with the CDFW and other regulatory agencies to facilitate the process.

Section 404 of the Clean Water Act Nationwide Permit | Section 404 of the Clean Water Act regulates, and authorizes the USACE to issue permits for the discharge of dredged or fill materials into waters of the U.S. The USACE has recently published revised regulations regarding the definition of waters of the U.S. Based on the new definition, it is likely that TID Main Canal will not fall under USACE jurisdiction. However, it is expected that some points of the definitions may be challenged, and the end result is not known at this time.



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If it is determined that TID Main Canal falls under the jurisdiction of the USACE as waters of the U.S., a Section 404 Permit is anticipated. It is expected that the project will fall within the scope of the USACE Nationwide Permit 14 for "Linear Transportation Facilities." To qualify for this permit, the project must meet 27 general conditions and not result in greater than 0.5 acre of permanent impacts (e.g., loss) on jurisdictional waters of the U.S.

A pre-construction notification (PCN) would be required for the project if more than 0.10 acre of permanent impacts on waters of the U.S. would result from the project, or if the project would impact wetlands. If a PCN is required, CONSULTANT will prepare the PCN package for submittal to the USACE. The application will include a brief description of the project, potential impacts, measures to minimize impacts, and other pertinent project information, as required by the USACE. CONSULTANT will coordinate with the County and USACE as needed to obtain the 404 authorization. If warranted, a site visit will be coordinated with the USACE and other regulatory agencies to facilitate the process.

Historic Resources – Eligibility Memorandum | If the prior evaluations for TID Main Canal and Ditch do not cover the segment that crosses the bridge, CONSULTANT will prepare a letter to Caltrans' Cultural Studies Office (CSO) to presume eligibility of the TID Main Canal (unless it has previously been formally evaluated), which would be attached to the HPSR Short Form.

Historic Resource Evaluation Report | The bridge may require re-evaluation for historic significance under other criteria, and the TID Main Canal may have historic significance as well. If required by Caltrans, CONSULTANT will prepare an HRER for the undertaking.

Finding of No Adverse Effect with Standard Conditions/Secretary of the Interior Standards Action Plan | It is not anticipated that either the bridge or TID Main Canal will be determined to be historically significant. However, if either resource is determined historically significant, CONSULTANT will prepare a Finding of No Adverse Effect with Standard Conditions (FONAE-SC) to be processed through Caltrans CSO. The FONAE-SC will rely on the information collected during the fieldwork and research phases, and will utilize the project description and plans provided by the project engineers. The FONAE-SC will include a detailed analysis of the plans for rehabilitating the bridge, as well as any potential effects to setting related to the new bridge construction, based on the codified Criteria of Adverse Effect. All alternatives under consideration will be included and analyzed in one report.

Based on CONSULTANT's current knowledge of the project, it is not likely that a Secretary of the Interior Standards (SOIS) Action Plan will be required; however, if either the bridge or TID Main Canal is determined historically significant, the SOIS Action Plan would ensure that the project complies with the SOIS and avoids adverse effects to the historic property(ies) (if any exist) throughout design and construction. The SOIS Action Plan will identify all necessary tasks related to plan reviews and construction monitoring to complete the SOIS Action Plan, as well as responsible parties from the project team, County, and Caltrans. The SOIS Action Plan will include a summary of the project, the significance and character-defining features of the historic bridge, plan review and construction monitoring tasks, responsible parties, and required qualifications for members of the project team.

Construction Noise Memorandum | As part of the development of this scope of work, GPA identified nearby sensitive receptors. A Construction Noise Memorandum (Noise Memo) may be required by Caltrans if pile driving would be necessary for the project. If required, as a sub-consultant to CONSULTANT, AMBIENT Air Quality & Noise Consulting (AMBIENT) will prepare a technical noise memorandum (Noise Memo) to evaluate short-term construction impacts associated with the project. The Noise Memo will include a description of the existing noise environment, based on existing environmental documentation and a review of site reconnaissance data. The site reconnaissance will be conducted for identification of nearby noise-sensitive land uses and existing ambient noise levels in the project vicinity. Up to five short-term (i.e., 10-15 minute) noise measurement surveys will be conducted. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework will be described.

Noise and ground-borne vibration impacts associated with the project are anticipated to be primarily associated with short-term construction-related activities. To assess potential construction noise and groundborne vibration impacts, sensitive receptors and their relative exposure to the proposed project areas (considering topographic barriers and distance) will be identified. Predicted construction-generated noise levels will be quantified for the preferred project



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using the FHWA and Caltrans-recommended methodologies. Construction-generated noise levels at the nearest land uses will be identified and summarized in tabular format within the Noise Memo.

The project is not anticipated to have a quantifiable effect on long-term traffic noise levels and is not anticipated to be considered a Type I project. For these reasons, evaluation of long-term noise impacts is not anticipated to be required. The significance of noise and groundborne vibration impacts will be assessed in comparison to applicable standards and FHWA/Caltrans-recommended criteria. Potential groundborne vibration impacts at the nearest existing structure will be evaluated in comparison to Caltrans-recommended criteria for potential structural impacts and human annoyance. Mitigation measures will be identified for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed. Once the Noise Memo has been reviewed and approved by the CONSULTANT PM, CONSULTANT will submit the Noise Memo to the County for review and approval. Once the Noise Memo has been reviewed by the County, all final revisions will be made prior to submittal to Caltrans. CONSULTANT will coordinate as needed for review and approval of the document.

NEPA Categorical Exclusion | Following completion of the appropriate technical analysis, CONSULTANT will coordinate with Caltrans to support their issuance of a Categorical Exclusion (CE) under NEPA. If requested by Caltrans, CONSULTANT will prepare the Environmental Commitments Record (ECR), NEPA CE Checklist, and CE Form in order to obtain the final NEPA approval.

Contract Specifications/Special Provisions | If requested, CONSULTANT will assist the County with ensuring that design-related avoidance, minimization, and mitigation measures are successfully integrated into project design plans and contract specifications/special provisions. Specifically, CONSULTANT will review 60 percent and 90 percent design plans and contract specifications/special provisions to ensure all relevant NEPA/CEQA obligations and permitting requirements have been adequately incorporated. CONSULTANT will review the draft and make direct additions, supplemental comments, and/or create specialized, non-standard environmental specifications in tracked changes. CONSULTANT will coordinate with the County and project engineer throughout the review process to make any required changes.

Environmental Revalidation | A NEPA Revalidation is required by Caltrans when a project advances to the next phase (i.e. Right of Way or Construction), when a period of six months or more has passed since the NEPA document was approved, or when changes have been made to the project which are substantial enough to require additional documentation. CONSULTANT assumes only routine revalidation would be required to advance the project to the next phase, and no revisions will be made to the project to warrant a complex revalidation or revised technical studies.

If requested by Caltrans, CONSULTANT will support Caltrans to complete a NEPA Revalidation Form. CONSULTANT anticipates that Caltrans will require a technical specialist to review some of the technical studies completed for this project and draft a memorandum verifying the adequacy of the studies as part of the revalidation. Caltrans will also require updated records searches, including searches related to biological resources, as part of the revalidation process. Finally, CONSULTANT assumes that Caltrans will determine that, with attachment of the supplemental memorandums prepared for the technical reports to the Revalidation Form, the original NEPA document will remain valid, and additional public review will not be warranted.

CONSULTANT will update and maintain the ECR, and will document completion of all documentation associated with environmental compliance. CONSULTANT will coordinate with project team to discuss any project changes and coordinate with the technical specialists to update the ECR, as necessary. The ECR will continue to follow the Caltrans ECR template. The updated ECR will be included in the PS&E package.

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

Application of Excess Liability Coverage

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

Other Insurance Provisions

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

Additional Insured Status

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

Primary Coverage

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

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

Notice of Cancellation

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

Waiver of Subrogation

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

Self-Insured Retentions

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

Acceptability of Insurers

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

Claims Made Policies

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

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

Verification of Coverage

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

Subcontractors

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

Special Risks or Circumstances

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

Insurance Limits

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

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

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

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

I acknowledge the insurance requirements listed above.

Print Name: Chris Hodge Date: Sep 14, 2020

Signature: Chris Hodge Date: Sep 14, 2020

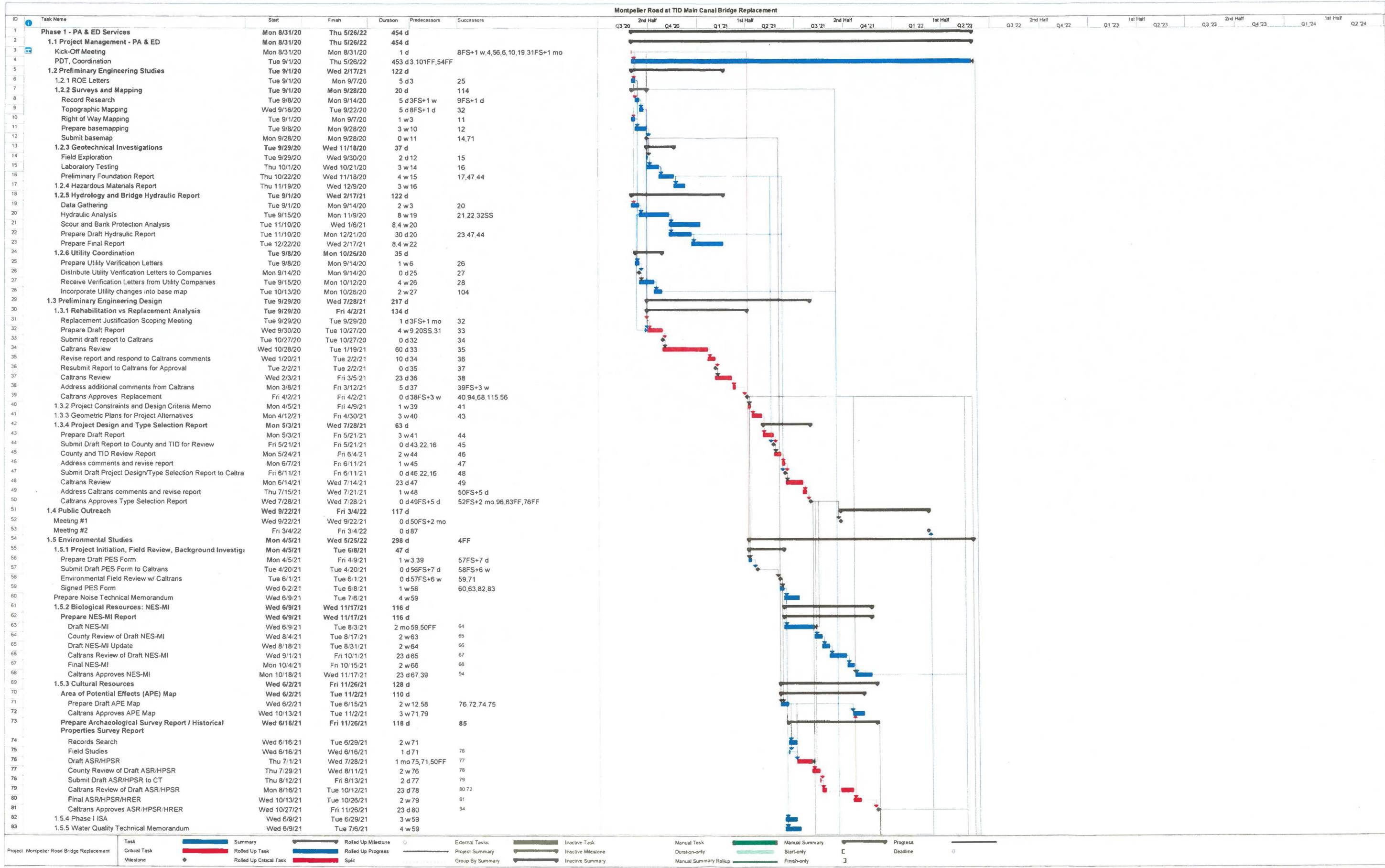
Vendor Name: Wood Rodgers, Inc.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO for Risk Management: Karen M Date: 9/24/2020

EXHIBIT C
PROJECT SCHEDULE



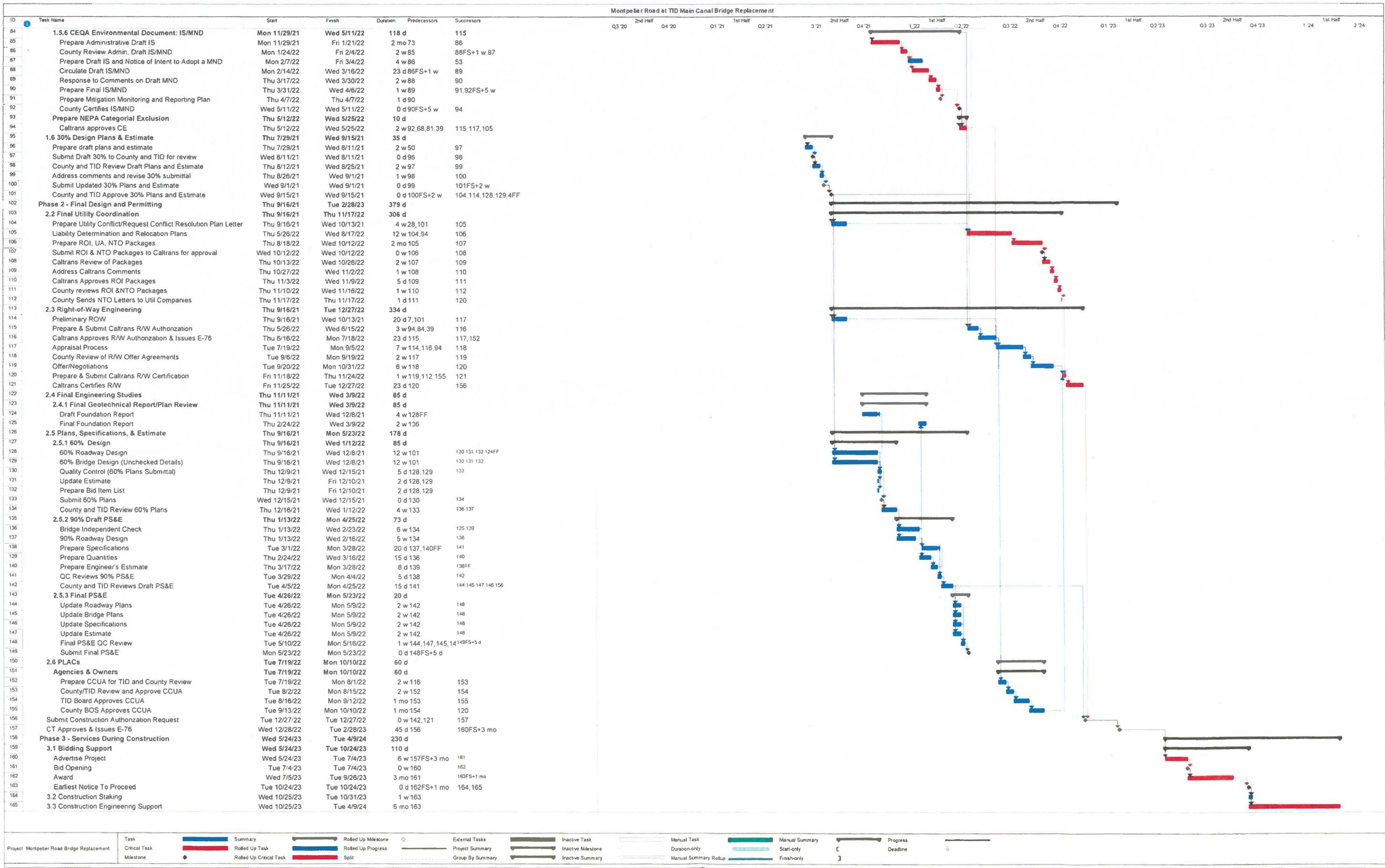


EXHIBIT D
FEE SCHEDULE

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT

Federal Project No. BRLS-5938(206)

Bridge No. 38C0157

Task	Classification	Wood Rodgers, Inc.																
		Role	Principal II	Assoc III	Assoc Engr I	Engineer I	Assoc Engr I QC Mgr/Independent Check	CAD Tech III	Engr III	Engineer I	Assoc Engr II	Principal Engineer I	Production Coordinator	Labor Hours	Labor Budget	Misc Expenses	Task Budget	
			Principal-In-Charge	Project Manager	Structures Design	Bridge Design	Drafter	Roadway Design	Roadway Design	Roadway QC	Hydraulics	Hydraulics	Production Coordinator					
Name		C. Hodge	S. Randall	G. Murdock	E. Weston	D. Slavin	-----	D. Zurcher	L. Sypyuk	S. Robinson	C. Milligan	H. Oslick	-----					
Rate		\$280.20	\$204.78	\$195.39	\$131.53	\$165.49	\$122.87	\$146.49	\$98.45	\$186.28	\$170.41	\$239.43	\$119.72					
PHASE 1 - PA&ED SERVICES																		
1.1 Project Management-PA&ED																		
1.1.1 PDT, Coordination		8	68						8						84	\$ 17,338.29	\$ 556.80	\$ 17,895.09
1.1.2 Project Controls		4	36							4				14	58	\$ 10,913.87	\$ -	\$ 10,913.87
1.1.3 HBP Funding/Local Programs Compliance			40												40	\$ 8,191.04	\$ -	\$ 8,191.04
Task 1.1 Total		12	144	0	0	0	0	8	0	4	0	0	14	182	\$ 36,443.20	\$ 556.80	\$ 37,000.00	
1.2 Preliminary Engineering Studies																		
1.2.1 Right of Entry (ROE) Letters and Access			4						2						6	\$ 1,112.09	\$ -	\$ 1,112.09
1.2.2 Surveys and Mapping			2						8						10	\$ 1,581.50	\$ -	\$ 1,581.50
1.2.3 Geotechnical Investigations			4		6				2						12	\$ 1,901.27	\$ -	\$ 1,901.27
1.2.4 Hazardous Materials Evaluation + Report			2												2	\$ 409.55	\$ -	\$ 409.55
1.2.5 Bridge Hydraulic Studies			4		16				2		49	46	6		123	\$ 23,298.50	\$ -	\$ 23,298.50
1.2.6 Utility Coordination (Identification "A" Letters)			2		16				4						22	\$ 2,907.82	\$ -	\$ 2,907.82
Task 1.2 Total		0	18	0	38	0	0	14	4	0	49	46	6	175	\$ 31,210.73	\$ -	\$ 31,210.73	
1.3 Preliminary Engineering Design																		
1.3.1 Rehabilitation vs Replacement Report		4	40	6	70		16	6	32	2					176	\$ 26,058.97	\$ -	\$ 26,058.97
1.3.2 Project Constraints and Design Criteria Memo		1	4		8			12		2					27	\$ 4,282.02	\$ -	\$ 4,282.02
1.3.3 Geometric Plans for Project Alternatives		1	8		8			24	40	2					83	\$ 10,797.05	\$ -	\$ 10,797.05
1.3.4 Project Design and Type Selection Report		4	20		50			4	8						86	\$ 13,166.34	\$ -	\$ 13,166.34
Task 1.3 Total		10	72	6	136	0	16	46	80	6	0	0	0	372	\$ 54,304.39	\$ -	\$ 54,304.39	
1.4 Public Outreach																		
Plan, Stakeholder Database, & Project Mailer			24		2			8	4						38	\$ 6,743.43	\$ -	\$ 6,743.43
Task 1.4 Total		0	24	0	2	0	0	8	4	0	0	0	0	38	\$ 6,743.43	\$ -	\$ 6,743.43	
1.5 Environmental Studies																		
1.5.1 Project Initiation, Field Review, Background Investigation		2	8		12			4							26	\$ 4,362.93	\$ -	\$ 4,362.93
1.5.2 Biological Resources NES-MI			2					2							4	\$ 702.54	\$ -	\$ 702.54
1.5.3 Cultural Resources			4												4	\$ 819.10	\$ -	\$ 819.10
1.5.4 Phase I ISA			1												1	\$ 204.78	\$ -	\$ 204.78
1.5.5 Water Quality Tech Memo			1												1	\$ 204.78	\$ -	\$ 204.78
1.5.6 CEQA IS/MND			16		4			4							24	\$ 4,388.51	\$ -	\$ 4,388.51
Task 1.5 Total		2	32	0	16	0	0	10	0	0	0	0	0	60	\$ 10,682.63	\$ -	\$ 10,682.63	
1.6 30% Design Plans and Estimate																		
30% Civil Plans			4		4			24	80	8					120	\$ 14,227.33	\$ -	\$ 14,227.33
30% Structures Plans			4		16										20	\$ 2,923.57	\$ -	\$ 2,923.57
30% Engineers Estimate			2		12			12							26	\$ 3,745.83	\$ -	\$ 3,745.83
Response to Comments on 30% P&E			4		8			8							20	\$ 3,043.29	\$ -	\$ 3,043.29
Task 1.6 Total		0	14	0	40	0	0	44	80	8	0	0	0	186	\$ 23,940.02	\$ -	\$ 23,940.02	
PHASE 1 TOTALS		24	304	6	232	0	16	130	168	18	49	46	20	1013	\$ 163,324.39	\$ 556.80	\$ 163,881.19	

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT
Federal Project No. BRLS-5938(206)

Task	Classification	Wood Rodgers, Inc.																
		Principal II	Assoc III	Assoc Engr I	Engineer I	Assoc Engr I QC Mgr/ Independent Check	CAD Tech III	Engr III	Engineer I	Assoc Engr II	Assoc Engr II	Principal Engineer I	Production Coordinator	Labor Hours	Labor Budget	Misc Expenses	Task Budget	
Role	Principal-In-Charge	Project Manager	Structures Design	Bridge Design	Drafter	Roadway Design	Roadway Design	Roadway QC	Hydraulics	Hydraulics	Hydraulics	Hydraulics	Hydraulics					
PHASE 2 - FINAL DESIGN AND PERMITTING																		
2.1 Project Management-Final Design																		
2.1.1 PDT, Coordination		25					8								33	\$ 6,291.35	\$ 556.80	\$ 6,848.15
2.1.2 Project Controls	2	40			8			8				14		72	\$ 13,241.64	\$ -	\$ 13,241.64	
Task 2.1 Total	2	65	0	0	8	0	8	0	8	0	0	14		105	\$ 19,532.98	\$ 556.80	\$ 20,089.78	
2.2 Final Utility Coordination																		
Conflict Map and Location Verification		12		16			24								52	\$ 8,077.63	\$ 7,500.00	\$ 15,577.63
ROI, NTO, UA, Relocation		50		24				8							82	\$ 14,885.77	\$ -	\$ 14,885.77
Task 2.2 Total	0	62	0	40	0	0	24	0	8	0	0	0		134	\$ 22,963.39	\$ 7,500.00	\$ 30,463.39	
2.3 Right-of-Way (Easements & Acquisitions)																		
2.3.1 Right of Way & Easement Maps		4					12								16	\$ 2,577.03	\$ -	\$ 2,577.03
2.3.2 Plats and Legal Descriptions		4					4								8	\$ 1,405.08	\$ -	\$ 1,405.08
2.3.3 Valuation, Negotiations, Acquisitions	1	8													9	\$ 1,918.40	\$ -	\$ 1,918.40
Task 2.3 Total	1	16	0	0	0	0	16	0	0	0	0	0		33	\$ 5,900.51	\$ -	\$ 5,900.51	
2.4 Final Engineering Studies																		
2.4.1 Final Geotechnical Investigation		2		12											14	\$ 1,987.90	\$ -	\$ 1,987.90
Task 2.4 Total	0	2	0	12	0	0	0	0	0	0	0	0		14	\$ 1,987.90	\$ -	\$ 1,987.90	
2.5 Plans, Specifications, & Estimate																		
2.5.1 60% P&E and Bid Items List	2	24	8	300			80	160	16						590	\$ 76,948.90	\$ -	\$ 76,948.90
2.5.2 90% PS&E & Independent Check	2	36		108	200		60	200	16						622	\$ 86,695.73	\$ -	\$ 86,695.73
2.5.3 100% Final PS&E	2	20		30	8		40	60	4						164	\$ 22,437.59	\$ -	\$ 22,437.59
Task 2.5 Total	6	80	8	438	208	0	180	420	36	0	0	0		1,376	\$ 186,082.22	\$ -	\$ 186,082.22	
2.6 Permits, Licenses, Agreements & Certifications																		
2.6.1 Agencies & Owners		16					4								20	\$ 3,862.39	\$ -	\$ 3,862.39
Task 2.6 Total	0	16	0	0	0	0	4	0	0	0	0	0		20	\$ 3,862.39	\$ -	\$ 3,862.39	
PHASE 2 TOTALS	9	241	8	490	216	0	232	420	52	0	0	14		1682	\$ 240,329.40	\$ 8,056.80	\$ 248,386.20	
PHASE 3 SERVICES DURING CONSTRUCTION																		
3.1 Bidding Support	2	10					4								16	\$ 3,194.13	\$ -	\$ 3,194.13
3.2 Construction Staking															-	\$ -	\$ -	\$ -
3.3 Construction Engineering Support		16					16	8							40	\$ 6,407.91	\$ -	\$ 6,407.91
3.4 Post-Construction Record of Survey and Monument Preservation															-	\$ -	\$ -	\$ -
Task 3 Total	2	26	0	0	0	0	20	8	0	0	0	0		56	\$ 9,602.04	\$ -	\$ 9,602.04	
PHASE 3 TOTALS	2	26	0	0	0	0	20	8	0	0	0	0		56	\$ 9,602.04	\$ -	\$ 9,602.04	
Total Base Contract Budget (By Firm)	35	571	14	722	216	16	382	596	70	49	46	34		2751	\$ 413,255.83	\$ 8,613.60	\$ 421,869.43	
% Total Base Contract Budget (By Firm)																	61.8%	

DBE FEE:

OPTIONAL TASKS																		
Drainage Design									15	6					21	\$ 3,992.66	\$ -	\$ 3,992.66
Stormwater Quality									9	2					11	\$ 2,012.51	\$ -	\$ 2,012.51
Additional Environmental Studies			16				4								20	\$ 3,862.39	\$ -	\$ 3,862.39
Traffic Counts							4								4	\$ 585.97	\$ 556.10	\$ 1,142.07
OPTIONAL TASK TOTALS	0	16	0	0	0	0	8	0	0	24	8	0		56	\$ 10,453.53	\$ 556.10	\$ 11,009.63	

Total Budget (By Firm)	**35**	**587**	<b

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT
Federal Project No. BRLS-5938(206)
Bridge No. 38C0157

Task	Classification	Wood Rodgers, Inc.				NSE-Survey				Sierra-Geotech				GPA-Envir				
		Role	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget
Rate																		
PHASE 1 - PA&ED SERVICES																		
1.1 Project Management-PA&ED																		
1.1.1 PDT, Coordination		84	\$ 17,338.29	\$ 556.80	\$ 17,895.09	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	76	\$ 9,448.34	\$ 3,215.78	\$ 12,664.12
1.1.2 Project Controls		58	\$ 10,913.87	\$ -	\$ 10,913.87	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	4	\$ 615.36	\$ -	\$ 615.36
1.1.3 HBP Funding/Local Programs Compliance		40	\$ 8,191.04	\$ -	\$ 8,191.04	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 1.1 Total		182	\$ 36,443.20	\$ 556.80	\$ 37,000.00	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	80	\$ 10,063.70	\$ 3,215.78	\$ 13,279.48
1.2 Preliminary Engineering Studies																		
1.2.1 Right of Entry (ROE) Letters and Access		6	\$ 1,112.09	\$ -	\$ 1,112.09	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.2.2 Surveys and Mapping		10	\$ 1,581.50	\$ -	\$ 1,581.50	131	\$ 17,993.35	\$ 2,800.00	\$ 20,793.35	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.2.3 Geotechnical Investigations		12	\$ 1,901.27	\$ -	\$ 1,901.27	-	\$ -	\$ -	\$ -	206	\$ 22,108.55	\$ 11,271.10	\$ 33,379.65	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.4 Hazardous Materials Evaluation + Report		2	\$ 409.55	\$ -	\$ 409.55	-	\$ -	\$ -	\$ -	92	\$ 9,556.75	\$ 3,282.90	\$ 12,839.65	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.5 Bridge Hydraulic Studies		123	\$ 23,298.50	\$ -	\$ 23,298.50	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.2.6 Utility Coordination (Identification "A" Letters)		22	\$ 2,907.82	\$ -	\$ 2,907.82	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 1.2 Total		175	\$ 31,210.73	\$ -	\$ 31,210.73	131	\$ 17,993.35	\$ 2,800.00	\$ 20,793.35	298	\$ 31,665.30	\$ 14,554.00	\$ 46,219.30	-	\$ -	\$ -	\$ -	\$ -
1.3 Preliminary Engineering Design																		
1.3.1 Rehabilitation vs Replacement Report		176	\$ 26,058.97	\$ -	\$ 26,058.97	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.3.2 Project Constraints and Design Criteria Memo		27	\$ 4,282.02	\$ -	\$ 4,282.02	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.3.3 Geometric Plans for Project Alternatives		83	\$ 10,797.05	\$ -	\$ 10,797.05	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.3.4 Project Design and Type Selection Report		86	\$ 13,166.34	\$ -	\$ 13,166.34	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 1.3 Total		372	\$ 54,304.39	\$ -	\$ 54,304.39	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.4 Public Outreach																		
Plan, Stakeholder Database, & Project Mailer		38	\$ 6,743.43	\$ -	\$ 6,743.43	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 1.4 Total		38	\$ 6,743.43	\$ -	\$ 6,743.43	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
1.5 Environmental Studies																		
1.5.1 Project Initiation, Field Review, Background Investigation		26	\$ 4,362.93	\$ -	\$ 4,362.93	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	78	\$ 8,153.92	\$ 648.13	\$ 8,802.05
1.5.2 Biological Resources NES-MI		4	\$ 702.54	\$ -	\$ 702.54	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	204	\$ 19,568.68	\$ -	\$ 19,568.68
1.5.3 Cultural Resources		4	\$ 819.10	\$ -	\$ 819.10	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	64	\$ 7,343.18	\$ 14,500.00	\$ 21,843.18
1.5.4 Phase I ISA		1	\$ 204.78	\$ -	\$ 204.78	-	\$ -	\$ -	\$ -	88	\$ 9,285.28	\$ 947.20	\$ 10,232.48	\$ -	\$ -	\$ -	\$ -	\$ -
1.5.5 Water Quality Tech Memo		1	\$ 204.78	\$ -	\$ 204.78	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	50	\$ 4,848.02	\$ -	\$ 4,848.02
1.5.6 CEQA IS/MND		24	\$ 4,388.51	\$ -	\$ 4,388.51	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	260	\$ 25,684.70	\$ 566.16	\$ 26,250.86
Task 1.5 Total		60	\$ 10,682.63	\$ -	\$ 10,682.63	-	\$ -	\$ -	\$ -	88	\$ 9,285.28	\$ 947.20	\$ 10,232.48	656	\$ 65,598.50	\$ 15,714.29	\$ 81,312.79	
1.6 30% Design Plans and Estimate																		
30% Civil Plans		120	\$ 14,227.33	\$ -	\$ 14,227.33	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
30% Structures Plans		20	\$ 2,923.57	\$ -	\$ 2,923.57	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
30% Engineers Estimate		26	\$ 3,745.83	\$ -	\$ 3,745.83	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Response to Comments on 30% P&E		20	\$ 3,043.29	\$ -	\$ 3,043.29	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
Task 1.6 Total		186	\$ 23,940.02	\$ -	\$ 23,940.02	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -
PHASE 1 TOTALS		1013	\$ 163,324.39	\$ 556.80	\$ 163,881.19	131	\$ 17,993.35	\$ 2,800.00	\$ 20,793.35	386	\$ 40,950.57	\$ 15,501.20	\$ 56,451.77	736	\$ 75,662.20	\$ 18,930.07	\$ 94,592.27	
															<i>DBE Comp--></i>	<i>\$ 40,950.57</i>	<i>\$ 11,301.20</i>	<i>\$ 52,251.77</i>
															<i>DBE Comp--></i>	<i>\$ 75,662.20</i>	<i>\$ 18,930.07</i>	<i>\$ 94,592.27</i>

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT
Federal Project No. BRLS-5938(206)
Bridge No. 38C0157

Task	Classification Role	Monument-R/W				PCMS-Outreach				Cadre-CAD				Total	
		Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Total Labor Hours	Total Task Budget
PHASE 1 - PA&ED SERVICES															
1.1 Project Management-PA&ED															
1.1.1 PDT, Coordination		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	160	\$ 30,559.21
1.1.2 Project Controls		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	62	\$ 11,529.23
1.1.3 HBP Funding/Local Programs Compliance		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	40	\$ 8,191.04
Task 1.1 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	262	\$ 50,279.47
1.2 Preliminary Engineering Studies															
1.2.1 Right of Entry (ROE) Letters and Access		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	6	\$ 1,112.09
1.2.2 Surveys and Mapping		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	141	\$ 22,374.85
1.2.3 Geotechnical Investigations		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	218	\$ 35,280.91
1.2.4 Hazardous Materials Evaluation + Report		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	94	\$ 13,249.20
1.2.5 Bridge Hydraulic Studies		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	123	\$ 23,298.50
1.2.6 Utility Coordination (Identification "A" Letters)		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	22	\$ 2,907.82
Task 1.2 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	604	\$ 98,223.37
1.3 Preliminary Engineering Design															
1.3.1 Rehabilitation vs Replacement Report		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	176	\$ 26,058.97
1.3.2 Project Constraints and Design Criteria Memo		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	27	\$ 4,282.02
1.3.3 Geometric Plans for Project Alternatives		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	83	\$ 10,797.05
1.3.4 Project Design and Type Selection Report		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	17	\$ 2,506.42	\$ -	\$ 2,506.42	103	\$ 15,672.76
Task 1.3 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	17	\$ 2,506.42	\$ -	\$ 2,506.42	389	\$ 56,810.81
1.4 Public Outreach															
Plan, Stakeholder Database, & Project Mailer		-	\$ -	\$ -	\$ -	65	\$ 3,202.10	\$ 2,000.00	\$ 5,202.10	-	\$ -	\$ -	\$ -	103	\$ 11,945.53
Task 1.4 Total		-	\$ -	\$ -	\$ -	65	\$ 3,202.10	\$ 2,000.00	\$ 5,202.10	-	\$ -	\$ -	\$ -	103	\$ 11,945.53
1.5 Environmental Studies															
1.5.1 Project Initiation, Field Review, Background Investigation		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	104	\$ 13,164.98
1.5.2 Biological Resources NES-MI		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	208	\$ 20,271.22
1.5.3 Cultural Resources		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	68	\$ 22,662.28
1.5.4 Phase I ISA		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	89	\$ 10,437.25
1.5.5 Water Quality Tech Memo		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	51	\$ 5,052.80
1.5.6 CEQA IS/MND		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	284	\$ 30,639.37
Task 1.5 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	804	\$ 102,227.89
1.6 30% Design Plans and Estimate															
30% Civil Plans		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	120	\$ 14,227.33
30% Structures Plans		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	16	\$ 2,349.64	\$ -	\$ 2,349.64	36	\$ 5,273.21
30% Engineers Estimate		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	26	\$ 3,745.83
Response to Comments on 30% P&E		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	20	\$ 3,043.29
Task 1.6 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	16	\$ 2,349.64	\$ -	\$ 2,349.64	202	\$ 26,289.66
PHASE 1 TOTALS		0	\$ -	\$ -	\$ -	65	\$ 3,202.10	\$ 2,000.00	\$ 5,202.10	33	\$ 4,856.06	\$ -	\$ 4,856.06	2364	\$ 345,776.74
		<i>DBE Comp--></i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>		<i>\$ 3,202.10</i>	<i>\$ 2,000.00</i>	<i>\$ 5,202.10</i>	<i>DBE Comp--></i>	<i>\$ 4,856.06</i>	<i>\$ -</i>	<i>\$ 4,856.06</i>		<i>\$ 152,046.14</i>

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT

Federal Project No. BRLS-5938(206)

Bridge No. 38C0157

Task	Classification	Wood Rodgers, Inc.				NSE-Survey				Sierra-Geotech				GPA-Envir				
		Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	
PHASE 2 - FINAL DESIGN AND PERMITTING																		
2.1 Project Management-Final Design																		
2.1.1 PDT, Coordination		33	\$ 6,291.35	\$ 556.80	\$ 6,848.15	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.1.2 Project Controls		72	\$ 13,241.64	\$ -	\$ 13,241.64	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.1 Total		105	\$ 19,532.98	\$ 556.80	\$ 20,089.78	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.2 Final Utility Coordination																		
Conflict Map and Location Verification		52	\$ 8,077.63	\$ 7,500.00	\$ 15,577.63	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
ROI, NTO, UA, Relocation		82	\$ 14,885.77	\$ -	\$ 14,885.77	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.2 Total		134	\$ 22,963.39	\$ 7,500.00	\$ 30,463.39	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.3 Right-of-Way (Easements & Acquisitions)																		
2.3.1 Right of Way & Easement Maps		16	\$ 2,577.03	\$ -	\$ 2,577.03	80	\$ 10,316.24	\$ -	\$ 10,316.24	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.3.2 Plats and Legal Descriptions		8	\$ 1,405.08	\$ -	\$ 1,405.08	13	\$ 1,589.55	\$ -	\$ 1,589.55	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.3.3 Valuation, Negotiations, Acquisitions		9	\$ 1,918.40	\$ -	\$ 1,918.40	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.3 Total		33	\$ 5,900.51	\$ -	\$ 5,900.51	93	\$ 11,905.79	\$ -	\$ 11,905.79	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.4 Final Engineering Studies																		
2.4.1 Final Geotechnical Investigation		14	\$ 1,987.90	\$ -	\$ 1,987.90	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.4 Total		14	\$ 1,987.90	\$ -	\$ 1,987.90	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.5 Plans, Specifications, & Estimate																		
2.5.1 60% P&E and Bid Items List		590	\$ 76,948.90	\$ -	\$ 76,948.90	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.5.2 90% PS&E & Independent Check		622	\$ 86,695.73	\$ -	\$ 86,695.73	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.5.3 100% Final PS&E		164	\$ 22,437.59	\$ -	\$ 22,437.59	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.5 Total		1,376	\$ 186,082.22	\$ -	\$ 186,082.22	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
2.6 Permits, Licenses, Agreements & Certifications																		
2.6.1 Agencies & Owners		20	\$ 3,862.39	\$ -	\$ 3,862.39	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
Task 2.6 Total		20	\$ 3,862.39	\$ -	\$ 3,862.39	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
PHASE 2 TOTALS		1682	\$ 240,329.40	\$ 8,056.80	\$ 248,386.20	93	\$ 11,905.79	\$ -	\$ 11,905.79	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	
DBE Comp-->																		
DBE Comp-->																		
PHASE 3 SERVICES DURING CONSTRUCTION																		
3.1 Bidding Support		16	\$ 3,194.13	\$ -	\$ 3,194.13	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
3.2 Construction Staking		-	\$ -	\$ -	\$ -	74	\$ 11,480.46	\$ -	\$ 11,480.46									
3.3 Construction Engineering Support		40	\$ 6,407.91	\$ -	\$ 6,407.91	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
3.4 Post-Construction Record of Survey and Monument Preservation		-	\$ -	\$ -	\$ -	27	\$ 4,090.89	\$ -	\$ 4,090.89									
Task 3 Total		56	\$ 9,602.04	\$ -	\$ 9,602.04	101	\$ 15,571.35	\$ -	\$ 15,571.35	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	
PHASE 3 TOTALS		56	\$ 9,602.04	\$ -	\$ 9,602.04	101	\$ 15,571.35	\$ -	\$ 15,571.35	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	
DBE Comp-->																		
Total Base Contract Budget (By Firm)		2751	\$ 413,255.83	\$ 8,613.60	\$ 421,869.43	325	\$ 45,470.49	\$ 2,800.00	\$ 48,270.49	386	\$ 40,950.57	\$ 15,501.20	\$ 56,451.77	736	\$ 75,662.20	\$ 18,930.07	\$ 94,592.27	
% Total Base Contract Budget (By Firm)			61.8%				7.1%				7.7%				13.9%			

Total Budget (By Firm)	2,807	\$ 423,709.36	\$ 9,169.70	\$ 432,879.06	325	\$ 45,470.49	\$ 2,800.00	\$ 48,270.49	386	\$ 40,950.57	\$ 15,501.20	\$ 56,451.77	1,404	\$ 144,507.54	\$ 27,548.07	\$ 172,055.61
% Total Budget (By Firm)		56.1%				6.3%				6.8%					22.3%	

DBE FFF·

§ 40 950 57 § 11 301 20 § 52 251 77 § 144 507 54 § 22 548 07 § 172 055 61

MONTPELIER ROAD OVER TID MAIN CANAL BRIDGE REPLACEMENT PROJECT

Federal Project No. BRLS-5938(206)

Bridge No. 38C0157

Task	Classification	Monument-R/W				PCMS-Outreach				Cadre-CAD				Total		
		Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Labor Hours	Labor Budget	Misc Expenses	Task Budget	Total Labor Hours	Total Task Budget	
PHASE 2 - FINAL DESIGN AND PERMITTING																
2.1 Project Management-Final Design																
2.1.1 PDT, Coordination		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	33	\$ 6,848.15	
2.1.2 Project Controls		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	72	\$ 13,241.64	
Task 2.1 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	105	\$ 20,089.78	
2.2 Final Utility Coordination																
Conflict Map and Location Verification		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	52	\$ 15,577.63	
ROI, NTO, UA, Relocation		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	82	\$ 14,885.77	
Task 2.2 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	134	\$ 30,463.39	
2.3 Right-of-Way (Easements & Acquisitions)																
2.3.1 Right of Way & Easement Maps		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	96	\$ 12,893.27	
2.3.2 Plats and Legal Descriptions		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	21	\$ 2,994.63	
2.3.3 Valuation, Negotiations, Acquisitions		100	\$ 10,789.20	\$ 21,322.50	\$ 32,111.70	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	109	\$ 34,030.10	
Task 2.3 Total		100	\$ 10,789.20	\$ 21,322.50	\$ 32,111.70	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	226	\$ 49,918.00	
2.4 Final Engineering Studies																
2.4.1 Final Geotechnical Investigation		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	14	\$ 1,987.90	
Task 2.4 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	14	\$ 1,987.90	
2.5 Plans, Specifications, & Estimate																
2.5.1 60% P&E and Bid Items List		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	99	\$ 14,568.18	\$ -	\$ -	689	\$ 91,517.08	
2.5.2 90% PS&E & Independent Check		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	25	\$ 3,642.05	\$ -	\$ -	647	\$ 90,337.78	
2.5.3 100% Final PS&E		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	8	\$ 1,214.44	\$ -	\$ -	172	\$ 23,652.03	
Task 2.5 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	132	\$ 19,424.66	\$ -	\$ -	1,508	\$ 205,506.88	
2.6 Permits, Licenses, Agreements & Certifications																
2.6.1 Agencies & Owners		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	20	\$ 3,862.39	
Task 2.6 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	20	\$ 3,862.39	
PHASE 2 TOTALS		100	\$ 10,789.20	\$ -	\$ 32,111.70	0	\$ -	\$ -	\$ -	132	\$ 19,424.66	\$ -	\$ 19,424.66	2007	\$ 311,828.35	
		DBE Comp-->	\$ 10,789.20	\$ -	\$ 10,789.20	DBE Comp-->	\$ -	\$ -	\$ -	DBE Comp-->	\$ 19,424.66	\$ -	\$ 19,424.66		\$ 30,213.86	
PHASE 3 SERVICES DURING CONSTRUCTION																
3.1 Bidding Support		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	16	\$ 3,194.13	
3.2 Construction Staking		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	74	\$ 11,480.46	
3.3 Construction Engineering Support		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	40	\$ 6,407.91	
3.4 Post-Construction Record of Survey and Monument Preservation		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	27	\$ 4,090.89	
Task 3 Total		-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -	157	\$ 25,173.39	
PHASE 3 TOTALS		0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	0	\$ -	\$ -	\$ -	157	\$ 25,173.39	
		DBE Comp-->	\$ -	\$ -	\$ -	DBE Comp-->	\$ -	\$ -	\$ -	DBE Comp-->	\$ -	\$ -	\$ -		\$ -	
Total Base Contract Budget (By Firm)		100	\$ 10,789.20	\$ 21,322.50	\$ 32,111.70	65	\$ 3,202.10	\$ 2,000.00	\$ 5,202.10	165	\$ 24,280.72	\$ -	\$ 24,280.72	4528	\$ 682,778.48	
% Total Base Contract Budget (By Firm)			4.7%				0.8%				3.6%				100.0%	
		\$ 10,789.20	\$ 21,322.50	\$ 32,111.70		\$ 3,202.10	\$ 2,000.00	\$ 5,202.10		\$ 24,280.72	\$ -	\$ 24,280.72		\$ 193,938.56		
															Overall Expected DBE % = 28.4%	
															BASE CONTRACT VALUE = \$ 682,800	

OPTIONAL TASKS															
Drainage Design															
Stormwater Quality															
Additional Environmental Studies															
Traffic Counts															
OPTIONAL TASK TOTALS															
Total Budget (By Firm)		100	\$ 10,789.20	\$ 21,322.50	\$ 32,111.70	65	\$ 3,202.10	\$ 2,000.00	\$ 5,202.10	165	\$ 24,280.72	\$ -	\$ 24,280.72	5,252	\$ 771,251.45
% Total Budget (By Firm)			4.2%				0.7%				3.1%				99.5%

\$ 10,789.20	**\$ 21,322.50**	**\$ 32,111.70**	**\$ 3,202.10**	**\$ 2,000.00**	**\$ 5,202.10**	**\$ 165**	**\$ 24,280.72**	**\$**