RESOLUTION - ACTION REQUESTED 2014-467

MEETING: September 9, 2014

TO: The Board of Supervisors

FROM: Doug Wilson, Interim Public Works Director

RE: Approve a Professional Services Agreement with CH2MILL for Darrah Road Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve a Professional Services Agreement with CH2MILL for Bridge Design Services for the Replacement of the Darrah Road Bridge (Bridge No. 40C0033) in the Not to Exceed Amount of $291,298.36 And Authorize the Board of Supervisors Chair to Sign the Agreement.

CH2MILL will provide project management, environmental analysis, design and engineering for the replacement of the Darrah Road Bridge.

The Federal Highway Administration (FHWA) administers the Federal Highway Bridge Program as part of the current Federal Transportation Bill, MAP-21. Caltrans manages the program in the State of California.

Under current regulations, being an "on system" bridge, only 80% of the approved funding is reimbursed under the Highway Bridge Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
This bridge was originally approved for widening under the Highway Bridge Program in the early ninety's. However, for various reasons not much progress was made except for signing off on the Categorical Exemption for NEPA in July 2010. A feasibility review was done at the request of Caltrans and has granted Mariposa County a time extension until September 1, 2017, to award the construction contract. E-76 for the scope has been received.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose not to approve this Agreement which would mean that the bridge would not be replaced and the County would have to reimburse FHWA an amount of $109,178.

FINANCIAL IMPACT:
Allocation was approved by the Board on 7/22/14, Res 2014-375. Total allocation $330,000.00, county match from General Fund Contingency $66,000. These funds will be allocated during the final budget balancing process.

ATTACHMENTS:
Agreement with CH2MILL-Darrah Road (PDF)
Letter Dated November 25, 2013 from Dept of Transportation (PDF)
Amendment Modification Summary (PDF)

CAO RECOMMENDATION
Requested Action Recommended

[Signature]
Rick Benson, County Administrative Office

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Merlin Jones, District II Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Stetson, Jones, Bibby, Cann, Carrier
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this ___ day of ___September___, 2014 between:

COUNTY: Mariposa County Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: CH2MILL
2485 Natomas Park Drive, Suite 600
Sacramento, CA 95833-2937

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on September 9, 2014, and shall terminate on December 31, 2016, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor represents that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the service to the Department of Public Works per the scope of work attached hereto. CH2MILL will provide engineering consultant services to provide Project Management, Environmental Analysis, Design and Engineering for the replacement of the Darrah Road Bridge as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County
and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $291,298.36 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,

or

[x] Incremental payments based on the following schedule:

Submittal of monthly invoices

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide

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working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, to the extent caused by the negligent performance of services by Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Professional Liability Coverage:** Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02, 5.03 and 5.04 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 **Workers’ Compensation:** During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any

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penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.08 **State and Federal Taxes:** As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 **Records:** It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 **Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 **Assignability of Agreement:** It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

**ARTICLE 6. OBLIGATIONS OF COUNTY**

6.01 **Cooperation of County:** County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 **Assignment:** Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

**ARTICLE 7. TERMINATION OF AGREEMENT**

7.01 **Termination Occurrence of Stated Events:** This Agreement shall terminate automatically on the occurrence of any of the following events:

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1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 **Termination by County for Default of Contractor:** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at County's option, may terminate this Agreement by giving written notification to Contractor.

7.03 **Termination for Convenience of County:** County may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 **Termination of Funding:** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

**ARTICLE 8. GENERAL PROVISIONS**

8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 **Entire Agreement of the Parties:** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 **Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the
same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

KEVIN CANN, Chairman
Mariposa County Board of Supervisors
9-11-14
Date:

CONTRACTOR: CH2MHILL

Resie Bonneau
(Signature)
4/21/2014
Date:

APPROVED AS TO FORM:

STEVEN W. DAHLEM
County Counsel
9-11-14
Date:

APPROVED BY:

PETER M. REI, PE
Public Works Director
4/23/14
Date:

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Task 1 - Preliminary Engineering

Task 1.1 Project Management

The CONSULTANT will manage this project task including work needed to:

- Lead, direct and monitor the project team
- Prepare and monitor a QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Prepare and coordinate a critical path method (CPM) schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms
- Miscellaneous coordination and support (up to 32-Hours)
  - Assist the County with meetings and coordination efforts with property owners
  - Assist the County with the preparation of Board of Supervisors’ memoranda / correspondence

**Caltrans Programming and Local Assistance Paperwork:** The CONSULTANT will prepare the paperwork necessary to comply with the requirements of the HBP program and Local Assistance Procedures Manual (LAPM) for the proposed project for the COUNTY to submit to Caltrans District 10 Local Assistance. The documents will include:

- HBP Scope/Cost/Schedule Change Requests (If needed)
- Finance Letters

**Monthly Progress Reports:** As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

**Quality Control / Quality Assurance:** The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements. Senior level roadway and bridge PS&E review will be incorporated with Task 1.5, “Preliminary Roadway and Bridge Engineering”.

Assumptions:

- Project manager will attend 2 meetings at the County
- 32 hours of miscellaneous support to County staff

**Deliverables:**

- Project QA/QC plan
- Project CPM schedule
**Prepare Foundation Report:** Prepare a detailed report including a project description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and an acceleration response spectrum (ARS) design curve per Caltrans SDC (v. 1.6) and ARS Online, spread footings or drilled pile foundation recommendations, discussion on constructability considerations, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The report will also discuss seismic considerations, evaluate the liquefaction potential and comment on the site soil conditions from a seismic design standpoint. The seismic design criteria will be based on Caltrans 2010 Seismic Design Criteria considering both deterministic and probabilistic approaches.

The LOTB sheets will be prepared in accordance with Caltrans Foundation Report preparation guidelines.

**Design Support:** Provide design review consultation through final design.

**Assumptions:**
- One soil boring completed
- COUNTY will provide a no-fee encroachment permit

**Deliverables:**
- Draft Foundation Report (FR), 2 copies
- Final Foundation Reports (FR), 2 copies
- Log of Test Borings (LOTB)

**Task 1.4 Hydrologic & Hydraulic Engineering Services**

A Bridge Design Hydraulic Study was originally prepare in 2002 and updated in 2008 based on the bridge widening alternatives at those times. This task is to once again update the study based on replacing the bridge with a single span structure and removal of the existing pier from the river.

**Data Review:** CONSULTANT will review available data, including previous studies, provided by the COUNTY. CONSULTANT will research hydrologic and hydraulic data, County and Caltrans bridge inspection reports and maintenance records, USGS, and other relevant sources.

**Field Reconnaissance:** CONSULTANT will conduct a field reconnaissance to assess existing conditions in vicinity of the project site. Potential hydraulic-related design problems will be identified for use by other Project Team disciplines.

**Hydrologic Assessment:** CONSULTANT will utilize the site hydrologic investigation done for the 2008 Bridge Design Hydraulic Study. CONSULTANT will research any additional site hydrologic information (recent data) available and finalize design discharges. Based on the results of these analyses, the 100 and 50-year design flows will be determined.
COUNTY. CONSULTANT will prepare the following sheets to comprise the Geometric Approval Drawings:

- Typical Sections (1 sheet)
- Preliminary Plan, Profile & Superelevation Diagram (2 sheets)
- Preliminary Traffic Control / Stage Construction (2 sheets if necessary)

**Develop Preliminary Roadway to 30% Design:** CONSULTANT will develop the roadway Alternative C to a 30% design level. During the 30% design phase, CONSULTANT will meet with the COUNTY to present the draft design and discuss design decisions and criteria.

The 30% roadway plans will include:

- Horizontal and vertical alignment information
- Approximate construction limits
- Right-of-way limits and needs
- Approximate Grading and Paving Quantities
- Preliminary Construction Traffic Control, Staging, and Access
- Anticipated Design Exceptions
- Construction Cost Estimate

**Develop Selected Bridge Alternative to 30% Design:** CONSULTANT will update the previously prepared Bridge Feasibility Study Report (October 2012) to include a refined replacement alternative. Using the preferred alignment developed in the preceding task a single-span bridge alternative will be developed to 30% design. A bridge general plan drawing and engineers estimate will be prepared for that alternative. Draft copies of the general plan and estimate will be submitted for COUNTY review. After COUNTY review is complete, comments addressed, and preferred bridge alternative confirmed, the feasibility study report will be revised to include the refined replacement alternative. The report will be submitted for Caltrans review, Caltrans comments will be addressed, and a final report will then be submitted.

**Prepare Draft and Final Project Memorandum:** Prepare a short technical memorandum that includes:

- Summary of the components of Alternative C including preliminary plans, right-of-way (temporary easements), construction staging and access, and anticipated design exceptions
- Summary of geometric design criteria (e.g. design speed, minimum horizontal radius, vertical curve length, superelevation runoff length, etc.)
- Preliminary Quantities and Estimated Construction Cost
- List of issues that will be resolved during final design
Draft Project Memorandum, electronic PDF copy
Final Project Memorandum, electronic PDF copy
Draft 65% Plans, electronic PDF copy
Draft 65% un-edited Special Provisions, electronic PDF copy and Word file
Draft 65% Engineers Estimate, electronic PDF copy and Excel file

Task 2 – Environmental Services

Task 2.1 Project Management

The CONSULTANT will manage this project task including work needed to:

- Lead, direct and monitor the project team
- Monitor the QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (2 meetings at the County and 4 conference calls)
- Coordinate a critical path method schedule
- Prepare monthly progress reports
- Prepare monthly invoices
- Prepare Caltrans Programming Paperwork & Local Assistance Manual Forms

Monthly Progress Reports: As part of general project management responsibilities, the CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecasted for the upcoming month.

Quality Control/Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability as well as general conformance with the federal HBP program requirements.

Assumptions:
- Project manager will attend 2 meetings at the County

Deliverables:
- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees

Task 2.2 Environmental Services

CONSULTANT shall perform the studies, prepare the documents, and complete the necessary forms to obtain environmental clearance for both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) review processes. The CONSULTANT shall prepare the appropriate environmental documents, a Categorical
hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. CONSULTANT will conduct a visual survey of the project area to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project study area, CONSULTANT shall determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

**Visual Resources:** CONSULTANT shall prepare a Visual Resources Technical Memorandum consistent with Caltrans standards. CONSULTANT will conduct a field visit to assess existing visual resource conditions in the project area. The field visit will include an inventory of the following existing conditions: viewpoints; notable visual resources; and the vividness, intactness, and unity of the project area. The analysis will define visual resources within the project area and will evaluate and describe visual quality and character, viewer groups and viewer responses, viewpoints, and changes in vividness, intactness, and unity. Because Caltrans is not requiring a full visual impact assessment, photo simulations will not be used in the analysis.

**Deliverables:**
- Three (3) draft copies of each Technical Study/Report for COUNTY and Caltrans review and comment
- Two (2) final copies of each Technical Study/Report addressing COUNTY and Caltrans comments

**Prepare Determinations:**

**Prepare Categorical Exclusion (CE):** For processing NEPA, CONSULTANT shall prepare a CE determination form for approval by Caltrans. A summary document (two to three pages) of the environmental issues and project findings will be prepared to attach to the CE. The completed form shall be submitted to Caltrans with three (3) copies each of the final technical studies (revised per County and Caltrans comments) to support the findings of the CE.

**Prepare Initial Study/Mitigated Negative Declaration (IS/MND):** Replacement of the existing bridge with a new bridge, combined with the interim/permanent bridge structure, is not expected to have significant impacts that are inmitigable. Therefore, the project should be processed through the use of an MND for CEQA purposes. Technical Studies prepared for NEPA review will serve as the back-up for the CEQA MND.

**Administrative Draft IS:** CONSULTANT will prepare an Initial Study (IS) for the COUNTY's review. The format will be based on the typical CEQA Initial Study checklist and an expanded evaluation of each issue area. Included in the IS will be a project description, discussion of the environmental review process, and project methodology. A total of three (3) copies will be printed for COUNTY review and comment.

**Preliminary Draft IS:** Following review by the COUNTY, CONSULTANT will prepare a Preliminary Draft IS. This second version will evaluate each of the COUNTY's comments on the Administrative Draft IS. Three (3) copies of the Preliminary Draft IS will be submitted for review by the COUNTY.
• One (1) copy of each comment letter concerning the above studies/reports from any agency or the general public.
• Two (2) draft copies of any response letters for review and comment
• Two (2) draft copies of mitigation measures for review and comment
• Two (2) draft copies of mitigation monitoring program for review and comment
• Two (2) final copies of the Categorical Exclusion (CE), addressing Caltrans comments, and three (3) copies of each technical study for submittal to Caltrans.
• Two (2) final copies of response letters addressing COUNTY comments
• Two (2) final copies of mitigation measures and mitigation monitoring program addressing COUNTY comments
• One (1) final copy of the Mitigated Negative Declaration (MND) addressing previous comments for review by the COUNTY, and fifty (50) copies of the COUNTY accepted MND for circulation.

**Resource Agency Permits:**

**Nationwide 404 Permit:** CONSULTANT shall prepare an application to the USACE for a permit to fill jurisdictional waters of the U.S. pursuant to the requirements of Section 404 of the federal Clean Water Act (404 Permit). It is anticipated that permanent fill of jurisdictional waters resulting from the project would be less than 0.5 acre, which would allow for use of a Nationwide 14 permit for Linear Transportation Projects. The CONSULTANT shall provide any additional information required to the USACE during their review of the permit application, and will obtain a permit from the USACE for the project.

**401 Water Quality Certification:** CONSULTANT shall prepare an application to the RWQCB for a 401 Water Quality Certification application for the project. The CONSULTANT shall provide any additional information required to the RWQCB during their review of the application, and will obtain a certification from the RWQCB.

**1602 Streambed Alteration Agreement:** CONSULTANT shall prepare an application to the CDFW for a Streambed Alteration Agreement pursuant to the requirements of Section 1602 of the Fish and Game Code. The CONSULTANT shall provide any additional information required to the CDFW during their review of the application, and will obtain a Streambed Alteration Agreement from the CDFW.

**Land Use Lease:** CONSULTANT shall prepare an application to the State Lands Commission (SLC) for a land use lease on sovereign lands (bed of Chowchilla River). CONSULTANT shall submit an inquiry for the SLC to confirm the extent of the State’s property interest in the bridge crossing site. Assuming the SLC confirms its jurisdiction, CONSULTANT will complete the Application for Lease of State Lands, including title and boundary information.

**Deliverables:**
• Nationwide 404 Permit Application to the USACE
Assumptions:
- Project manager will attend 2 meetings at the County
- 8 hours of miscellaneous support to County staff

Deliverables:
- Monthly progress reports and schedules
- Meeting notes prepared by Consultant and distribution to all attendees
- LAPM / HBP documents required

Task 3.2 Final Engineering

**Bridge Independent Check:** The Draft PS&E will be sufficiently completed by CONSULTANT so that an independent bridge design check can be completed for the COUNTY. An independent engineer, who was not involved in the design, will re-analyze the bridge and retaining walls, verify member capacities and review the special provisions for the bridge. The checker will provide a list of comments and a set of “red-marked” plans that communicate issues uncovered during the preparation of the independent check. Issues raised by the checker will be discussed with and resolved by the designer and checker. The final design will reflect agreement between the two engineers.

Respond to Comments: CONSULTANT will provide a written response to comments from the COUNTY.

**Update Bridge and Roadway PS&E:** CONSULTANT will update the PS&E based on the agreement and resolution of the Bridge Independent Check and COUNTY comments for final submittal to the COUNTY. This submittal will represent the final contract documents that will be issued for bid and construction.

**Engineer’s Estimates of Probable Construction Cost:** CONSULTANT will update the cost estimates at the Final PS&E design submittal. Quantity check calculations will be prepared in accordance with Caltrans standard specifications and payment items. The engineer’s estimate of probable construction cost (“Marginal Estimate”) for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the County’s cost data.


Assumptions:
- Project limits extend approximately 450 feet west and 200 east of the new bridge
- Specifications will be in Caltrans 2010 format

Deliverables:
- Final Plans, electronic (PDF and AutoCAD)
- Final Special Provisions, electronic PDF and Word file
Steps within the acquisition process are outlined below and will be tailored to the County’s need for assistance:

1. Review of the project concept and design with staff and other consultants.
2. Review of appraisals, title reports, maps and descriptions of the required parcels.
3. Field review the project with the Project Manager or other designated person.
4. Preparation of right-of-way contracts and other acquisition documents.
5. Meet with the property owners to discuss the project in general; review of maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third contact either in person or by telephone. A recommendation to client will be made after impasse has been reached. To reach impasse there are three requirements:
   A. Go through the acquisition steps outlined below; plus
   B. Make at least three contacts with owner (personal call, letter or phone call) in any combination; plus
   C. Spend up to eight hours working on the parcel acquisition.
   D. Responding to property owner inquiries verbally and in writing within two business days.

The acquisition steps when offering compensation to the property owner include:

A. Owner accepts offer. (Close)
B. Owner rejects offer.
   1. Owner refuses to counter. (Impasse)
   2. Owner makes counter proposal.
      a. Client accepts counter. (Close)
      b. Client rejects counter. (Impasse)
      c. Client makes new offer.
         1. Owner accepts new offer. (Close)
         2. Owner does not accept new offer. (Impasse)

7. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction. Deliver a memorandum explaining impasse.

8. Final report, including transfer of all pertinent correspondence and files, to client.

**ROW Certification:** Upon completion of the ROW acquisition, CONSULTANT will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual. CONSULTANT will provide coordination services with Caltrans District 10 and the property owners, as required.

**Assumptions:**
- Three parcels will require ROW services.
- Plats and legal descriptions will be provided by the COUNTY
- Acquisition is not complicated, as seller is willing. Eminent domain rates are higher.
Deliverables:

- Responses to bidders questions

Task 4.3 Services During Construction (Optional task to be negotiated prior to start of construction)

Task 4.3 scope is informational only. It is not included in the CONSULTANTS price. Price to be negotiated as part of a future contract or contract amendment.

The CONSULTANT will be involved during construction of the project to provide the services described below:

- Review and response to contractor requests for information and submittals related to design
- Review and comment on contract change orders.
- Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents:
  - Bridge and Roadway Project Engineer (3-4 Site Visits)
  - Geotechnical Engineer (3 Site Visits)
- Provide environmental services needed to support onsite mitigation efforts during construction as additional work provided on an hourly basis.
- CONSULTANT shall provide one set of reproducible record drawings (Mylar), which clearly identify those changes made during construction (Record Drawings). Record redline drawings kept by the COUNTY will be provided to the CONSULTANT for drafting after completion of construction.

The COUNTY will provide:

- Construction Staking
- Construction Inspection
- Construction Management (Resident Engineer)

Deliverables:

- RFI responses
- Checked submittals and shop drawings
- Contract change order plans
- One (1) set full size Mylar record drawings

IV. Consultant Staffing

The CONSULTANT is proposing to use Christopher Serroels, P.E. as the project manager for this PSA. In the event there is a need to substitute key personnel by the CONSULTANT for project management or primary design engineering responsibility, the CONSULTANT shall only substitute personnel after submitting resumes and obtaining specific written approval by the Director of Public Works for the replacement staff in these two key positions.
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