

## **C O N T R A C T**

The COUNTY OF SAN BENITO ("COUNTY") and Vanir Construction Management Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on January 14, 2020, and end on December 31, 2021, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30 days.

**7. Specific Terms and Conditions (check one)**

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**8. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Gregory J. Bucknell, PE

Title: Contract Civil Engineer

Address: 2301 Technology Parkway

Hollister, California 95023

Telephone No.: 831-902-2160

Fax No.: 831-636-4170

Contract Administrator for CONTRACTOR:

Name: Jerry Avalos

Title: Vice President/Area Manager

Address: 2444 Main Street, Suite 130

Fresno, CA 93721

Telephone No.: 559-496-0536

Fax No.: 559-496-0173

**SIGNATURES**

APPROVED BY COUNTY:

\_\_\_\_\_

Name: Harry Mavrogenes

Title: RMA Director

Date: \_\_\_\_\_

APPROVED BY CONTRACTOR:



Name: Steven Whitehead

Title: President

Date: 01/10/2020

**APPROVED AS TO LEGAL FORM:**

Dennis LeClere, San Benito County Counsel

\_\_\_\_\_

By: G. Michael Ziman, Deputy County Counsel

Date: \_\_\_\_\_

**ATTACHMENT A**  
**Scope of Services**

Upon approval of this contract, Contractor, for County's benefit shall provide the following services for Measure G, SB 1 & Enterprise Funded Quick Start Road Improvement Projects as follows:



**Construction Management, Inc.**

2444 Main Street, Suite 130  
Fresno, CA 93721  
T 559-496-0536  
F 559-860-0173  
www.vanir.com

November 20, 2019, **Revision # 4 January 8, 2020**

Harry Mavrogenes, Director  
Resource Management Agency  
San Benito County  
2301 Technology Pkwy.,  
Hollister, CA 95023

**SUBJECT: Measure G, SB 1 & Enterprise Funded Quick Start Road Improvement Projects – Add Services Request (ASR) for Additional Roads, PM Scope & Fee Proposal for Pre-Construction/Construction Phase Services**

Dear Mr. Mavrogenes:

Per your request, Vanir has provided information on for additional pre-construction and construction services related to design, management and inspection of the additional road improvement projects on the attached list.

Vanir Construction Management, Inc. (Vanir) has teamed up with TRC to provide the County a comprehensive approach to addresses your immediate needs with a number of quick strike (ready to move forward) road improvement projects. Below is a scope of services Vanir and our subconsultants, TRC and Kier & Wright (under TRC), will provide.

### **SCOPE OF WORK for Measure G Projects**

Within this Scope of Work, when reference is made to “the County” this refers to the County of San Benito Department of Public Works. When reference is made to “the Consultant.”, this refers to the entire consultant team consisting of:

Vanir Construction Management, Inc.	Construction Management and Inspections
TRC Engineers, Inc.	Civil and structural Design, Construction PE Support
Kier & Wright	Surveying & Right-of-Way

The Consultant shall provide surveys and engineering consulting services needed to complete the design and prepare final PS&E for the following **additional** locations.



### **Additional Locations and Description of Work:**

A. Southside Road 5000 Block

A portion of the west side of Southside Road, across from 4991 southside School District has sloughed off due to apparent subgrade failure. The Consultant will survey the site, and using County provided Geotech information, assess the cause of failure and develop potential repair options (two alternatives, both options to include subgrade drainage, one option to consider a wall, the other to consider a fill slope).

B. Buena Vista Road Traffic Calming Improvements

A traffic calming study is being prepared for the County by Kimley Horn (KH) for Buena Vista Road. This study will identify traffic calming features and their locations. The Consultant will locate these features on the project plans and reference the appropriate construction details.

C. Revised Plans as a Result of Geotechnical Investigations

The County's Geotechnical Consultant is in the process of performing geotechnical investigations on the roadways that were currently designed by the Consultant. If the results of these investigations conclude that the design has to be revised, the preliminary plans will need to be modified.

### **Plans, Specifications and Special Provisions**

Plans and specifications shall be prepared in conformance with the current edition of the "Construction Contract Development Guide" and Caltrans Standard Plans 2018, Caltrans Standard Specifications 2018, Caltrans Standard Special Provisions 2018, and City of Hollister Standard Plans. The County will provide boilerplate special provisions and bid book.

Construction drawings will be developed using AutoCAD 2018 or newer, at the consultant's discretion. Specifications will be prepared in the current version of Microsoft Word.

### **Assumptions and Exceptions**



Design standards used will be those in effect as of the date of Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, County agrees to compensate the consultant for extra work which is required to meet the new or modified standards. Extra work will not be initiated until a scope, fee and schedule are approved by the County. The following tasks are assumed to be performed by the County or others and are not included in this Scope of Work:

- Environmental and permitting services
- Public outreach and meetings
- Preparation of the boilerplate special provisions and bid book
- Geotechnical Engineering, including geotechnical borings, R-value testing, and providing Cement Mix Design for FDR improvements.

### **Task G-0 Project Management**

#### **Project/Staff Management**

The Consultant will be responsible for the following project management activities associated with this additional work:

- Managing the project schedule and budget
- Additional project related meetings (limited to two (2) trips to San Benito County)
- Conference calls or Skype meetings (limited to two (2))
- Coordination with sub-consultants and County

### **TASK G-1 5000 BLOCK OF SOUTHSIDE ROAD**

#### **Task G-1.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:



- Site geology and seismicity (Performed by County's Geotechnical Consultant)
- Drainage and subsurface water flows
- Environmental issues (Performed by County)
- Maintenance of traffic, construction access and detours
- ROW information
- Utility impacts

#### Task G-1.1.1 - Assess Available Information

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)
- Conduct a one (1) site visit with County and stakeholders.

#### Task G-1.1.2 – Preliminary Layout Drawings

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be approximately 30% plans showing design concepts. Typical sections, layout showing fill slope or retaining wall, road profile, and drainage concepts will be developed.
- Cost Estimate and feasibility of alternatives
- Present options to County and recommend most feasible alternative

#### Task G-1.1.3 - Develop Repair Alternatives – Retaining Wall or Slope Stabilizing Details

In this task, a conceptual retaining wall design will be prepared to stabilize the roadway based on geotechnical recommendations. If geotechnical investigations suggest a slope stabilizing method instead, then conceptual details for slope stabilization can be prepared and added to the 30% design submittal. The conceptual plan shall include a retaining wall layout sheet, retaining wall profile, and typical section. If a reinforced slope is an option per the geotechnical report, then cross sections will be generated showing the right of way impacts as a result of the wider footprint on the adjoining property.

This task will include the following:

- Peer review of recommendations from Geotechnical Investigation (Provided by County's sub-consultant)
- Analysis of each alternate method of repair for cost and feasibility (Slope vs retaining wall)



- Recommendation for the most feasible method of repair,
- Standard Wall Type is assumed for this fee

**Task G-1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task G-1.2 - Utility Coordination**

Utility coordination will be required. Utility impacts will be based on the alternative selected by the County in Task A.1. If a retaining wall is selected, existing utilities including power poles may be in conflict and may require relocation. If a sloped fill is chosen, impacts to utilities within the footprint of the fill slope will need to be evaluated. The process for utility coordination would involve:

- Send utility letters to affected utilities
- Obtain utility base maps from utility agencies
- Identify type and location of utilities, incorporate into plans and evaluate for potential conflicts
- Coordinate with utilities including conflict resolution plan, as necessary, which could include relocation. Design of relocated utilities in not included in this scope of work.
- Field meeting with agencies to discuss conflict resolution

**Task G-2 Deliverables:**

- Utility Letters
- Conflict Maps

**Task G-1.3 - Surveying/Mapping/ROW Engineering**

*Surveying, Boundary Search for ROW, Legal Description and Plat Map (3)*

- Exclusions: Underground Utility Locations

**Task G-1.4 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- Retaining wall type recommendations
- Slope stabilization recommendations
- R-value testing





- Roadway core values for existing structural section
- Draft Geotechnical Memo
- Final Geotechnical Memo

**Task G-1.4.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task G-1.4.2 Review Draft Geotechnical Memo and provide comments for Final Memo**

The Consultant will review and comment on the geotechnical memo. The Consultant will coordinate with County if additional geotechnical needs are required.

**Task G-4 Deliverables**

- Geotechnical Memo Draft/Final (By County's Consultant)

**Task G-1.5- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Design Drawings**

The following Design drawings are anticipated for this project

Typical Sections	3
Layout Plan ((Southside Road)	1
Profile & Superelevation	1
Construction Details	2
Traffic Handling/Staged Construction Plans	3
Pavement Delineation & Signing Plan	1
Drainage Plans & Details (Stormwater Treatment)	2
Water Pollution Control Plan and Details	2**
Erosion Control Plan & Details	2



Utility Plans	2
General Plan	1
Index to Plans	1
Foundation Plan	1
Typical Section	1
Wall Details	2
Log of Test Borings	1

### **Roadway/Civil Design**

The consultant will perform roadway design in accordance with the latest version of the AASHTO Green Book County design standards, City of Hollister Design Standards, and Caltrans Standards. Design shall include details for traffic control plans in accordance with the Caltrans *Manual of Uniform Traffic Control Devices*.

Consultant will develop roadway geometrics, typical cross sections, drainage design, traffic handling, stage construction, utility drawings, and quantity sheets for construction of the project.

Elements of the roadway/civil design include:

- Typical Section sheets
- Layout sheets
- Pavement Signing and Striping plans
- Drainage Design
- Construction Details
- Traffic Handling
- Erosion Control Plans

It is assumed that the Contractor will prepare the necessary SWPPP or WPCP and thus, Temporary Water Pollution Control sheets are not required, however conceptual temporary water pollution control sheets will be generated for cost estimating purposes only.

### **Structural/Retaining Wall Design**

If this alternative is selected, the Consultant will perform structural design, analysis, computations and prepare detailed structural plans for the proposed retaining wall.



Standard construction materials and techniques will be used in the design whenever possible. Specialized or non-standard construction or techniques will be approved by the County prior to incorporating them into the design.

If possible, Caltrans Standard Retaining Walls and details will be used to reduce design and construction costs.

Elements of the structural/retaining wall design include:

- Retaining Wall Design
- Retaining Wall Layout
- Typical Sections
- Foundation Plan
- Construction Details

#### **Quality Control and Quality Assurance**

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

#### **Task G-5 Deliverables**

- 90% Plans

#### **Task G-1.6 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Two independent sets of quantity calculations will be prepared for the wall design. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90%



submittal.

#### **Task G-6 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task G-1.7 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task G-7 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate
- Copy of design calculations
- Copy of design and check quantities
- Copy of Resident Engineer pending file

#### **Task G-1.8 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award.

#### **Task G-1.9 Construction Support Services**

Consultant will manage and administer the construction contract overseeing the work by the Contractor. Consultant will provide Resident Engineer, construction inspector(s), office engineering/administration support, materials sampling and testing. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.



## **TASK G-2 – BUENA VISTA ROAD TRAFFIC CALMING IMPROVEMENTS**

### **Task G-2.1 - Buena Vista Road Traffic Calming Improvements – Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with the County additional information required by others and locate traffic calming improvements on previously developed plan sheets.

#### **Task G-2.1.1 Assess Available Information**

- Review available documentation from County
- Review study prepared by Kimley-Horn for traffic calming improvements.

#### **Task G-2.1.2 – Preliminary Layout Drawings**

- Prepare conceptual details of traffic calming improvements. It is assumed that previous developed plan sheets on aerial images will be used. Traffic calming measures can be shown on these plan sheets. It is assumed that traffic calming measures could include speed bumps, rumble strips, or signing. More complicated designs, such as a roundabout are not included in this scope of work. These drawings will be approximately 30% plans showing design concepts.
- Cost Estimate for traffic calming improvements
- Present options to County

#### **Task G-1 Deliverables:**

- Preliminary Layout Drawings and traffic calming details
- Updated cost estimates
- Recommendation

#### **Task G-2.2- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

#### **Design Drawings**



The following Design drawings are anticipated for this project

Layout Plan (Buena Vista Road)	2
Construction Details	2

### **Roadway/Civil Design**

The consultant will perform roadway design in accordance with the latest version of the AASHTO Green Book and County design standards.

Consultant will develop details for traffic calming features and will add the details on construction detail sheets. The location of the features will be placed on the layout plans. Elements of the roadway/civil design include:

- Layout sheets
- Construction Details

### **Quality Control and Quality Assurance**

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

### **Task G-2 Deliverables**

- 90% Plans

### **Task G-2.3 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.



### **Task G-3 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

### **Task G-2.4 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

### **Task G-4 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

### **Task G-2.5 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to 8 hours for assistance during bidding and award for questions regarding traffic calming features.

### **Task G-2.6 Construction Support Services**

Consultant will manage and administer the construction contract overseeing the work by the Contractor. Consultant will provide Resident Engineer, construction inspector(s), office engineering/administration support, materials sampling and testing. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

**TASK G-3 – Re-Design, PM/CM & Inspections for Developed Plans (Wright Rd., Union Rd., Southside Rd., Shore Rd., San Benito Rd., Buena Vista Rd.)**



The County is in the process of obtaining geotechnical borings of the existing roadways of Southside Road, Union Road, Wright Road, and Shore Road. The current design of these roadways assumes that the existing structural section is adequate to use a Cold In-Place Recycling (CIR) method to rehabilitate the pavement. If the existing structural section is not adequate, then a different method of rehabilitation, such as Full Depth Reclamation maybe required. The plans will need to be redeveloped to include this modification. The County's geotechnical consultant will be providing the geotechnical results to the CONSULTANT and if FDR is required, the County's geotechnical consultant will provide the cement mix design for the special provisions.

#### **Task G-3.1 – Preliminary Design Revisions**

Preliminary Layout Plans and Typical Sections will be modified in accordance with the geotechnical recommendations for the following roadways:

- Southside Road
- Union Road
- Wright Road
- Shore Road

After the layout plans are updated the preliminary estimates will also be updated

- Revised preliminary cost estimates
- Present options to County

#### **Task G-3.2- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

#### **Design Drawings**

The following Revised Design drawings are anticipated for this project





Layout Plan	16
Typical Sections	2
Construction Details	1
Construction Area Signs	1

It is assumed that Traffic Handling plans will not be included. The Contractor will be responsible for preparing these plans and submitting them for approval by the County prior to construction commencing.

### **Roadway/Civil Design**

The consultant will perform roadway design in accordance with the latest version of the AASHTO Green Book, County design standards, City of Hollister Standards, and Caltrans Standards. Consultant will develop details for revised pavement rehabilitation method and will add the details on construction detail sheets. The typical sections will also be updated.

Elements of the roadway/civil design include:

- Revised Layout sheets
- Revised Typical Section sheets
- Revised Construction Details

### **Quality Control and Quality Assurance**

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

### **Task G.2 Deliverables**

- 90% Plans

### **Task G-3.3 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.



The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

### **Task G.3 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

### **Task G-3.4 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design and bidding documents in the quantities required by the County.

### **Task G.4 Deliverables:**

(3) Sets of 11x17 final design plans

- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

### **Task G-3.5 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that an additional 80 hours for assistance during bidding and award for the additional road segments that were added to the Project since onset.



### **Task G-3.6 Construction Support Services**

Consultant will manage and administer the construction contract overseeing the work by the Contractor. Consultant will provide Resident Engineer, construction inspector(s), office engineering/administration support, materials sampling and testing. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### **SCOPE OF WORK for SB-1 Projects**

The Consultant shall provide engineering consulting services needed to complete the design and prepare final PS&E for the following **additional** locations.

#### **Additional Locations and Description of Work:**

- A. Fairview Road – (1,960 LF)  
Prepare PS&E for Fairview Road between Ludis Lane to the State R/W of Highway 156. It is assumed that no construction would encroach into the State R/W. The proposed road rehabilitation method for this segment is Cold in Place Recycling with an Asphalt Pavement Overlay. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.
- B. Union Road – (3,700 LF)  
Prepare PS&E for Union Road from 1 mile south of Union Heights to the West side of the PCC Bridge. The proposed road rehabilitation method for this segment is Cold in Place Recycling with an Asphalt Pavement Overlay. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.
- C. Crestview Lane Resurface with Cape Seal – (1,056 LF)  
Prepare PS&E for Crestview Lane from Valley View Road to the end. The proposed road rehabilitation method for this segment is resurfacing the roadway with a Cape Seal. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.
- D. Hillcrest Road Resurface with Cape Seal – (3,532 LF)



Prepare PS&E for Hillcrest Road from 200 feet east of Busby Court to 0.3 miles west of Fairview Road. The proposed road rehabilitation method for this segment is resurfacing the roadway with a Cape Seal. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.

E. Cienega Road – (~~3,950 LF~~, *revised January 8, 2020 per County – 15,840 LF*)

Prepare PS&E for Cienega Road from Hospital Road to the South by 15,840 LF. The proposed road rehabilitation method for this segment is Cold in Place Recycling with an Asphalt Pavement Overlay. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.

F. Southside Road – (2,425 LF)

Prepare PS&E for Southside Road from 1 mile south of Blossom Road to the W/S of the PCC Bridge. The proposed road rehabilitation method for this segment is an asphalt overlay. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.

### Design Drawings for all the SB-1 Projects

The following Design drawings are anticipated for all the SB-1 Projects. The projects will be bundled together in one PS&E package and will include the following:

Title Sheet	1
Typical Sections	1
Layout Plan	11
Construction Details	2
Traffic Handling/Staged Construction Plans	1

### Roadway/Civil Design

The consultant will perform roadway design in accordance with the latest version of the AASHTO Green Book County design standards, City of Hollister Design Standards, and Caltrans Standards. Design shall include details for traffic control plans in accordance with the Caltrans *Manual of Uniform Traffic Control Devices*.

Consultant will develop roadway geometrics, typical cross sections, traffic handling/construction area signs for construction of the project.



It is assumed that the Contractor will prepare the necessary SWPPP or WPCP and thus, Temporary Water Pollution Control sheets are not required, however conceptual temporary water pollution control sheets will be generated for cost estimating purposes only.

### **Plans, Specifications and Special Provisions**

Plans and specifications shall be prepared in conformance with the current edition of the "Construction Contract Development Guide" and Caltrans Standard Plans 2018, Caltrans Standard Specifications 2018, Caltrans Standard Special Provisions 2018, and City of Hollister Standard Plans. The County will provide boilerplate special provisions and bid book.

Construction drawings will be developed using AutoCAD 2018 or newer, at the consultant's discretion. Specifications will be prepared in the current version of Microsoft Word.

### **Assumptions and Exceptions**

Design standards used will be those in effect as of the date of Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, County agrees to compensate the consultant for extra work which is required to meet the new or modified standards. Extra work will not be initiated until a scope, fee and schedule are approved by the County.

The following tasks are assumed to be performed by the County or others and are not included in this Scope of Work:

- Environmental and permitting services
- Public outreach and meetings
- Preparation of the boilerplate special provisions and bid book
- Geotechnical Engineering, including geotechnical borings, R-value testing, and providing Cement Mix Design for FDR improvements.
- Survey topo is not going to be performed or provided by the County or Consultant. Aerial plans will be used as the base mapping.

### **Task G-0 Project Management**

#### Project/Staff Management



The Consultant will be responsible for the following project management activities associated with this additional work:

- Managing the project schedule and budget
- Additional project related meetings (limited to two (2) trips to San Benito County)
- Conference calls or Skype meetings (limited to two (2))
- Coordination with Vanir, sub-consultants, and County

### **Quality Control and Quality Assurance**

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.

### ***TASK SB1-1 – Fairview Road (CIPR with overlay)***

#### **Task SB1-1.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

##### **Task SB1-1.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

##### **Task SB1-1.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

##### **Task SB1-1.1.3 – Preliminary Layout Drawings**



- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include Cold In Place Recycling with an asphalt overlay.

#### Task SB1-1.1.4 Preliminary Cost Estimates

- Prepare Preliminary cost estimates for the road segment.

#### **Task SB1-1.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

#### **Task SB1-1.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section
- Cement mix design if structural section is not adequate for CIPR rehabilitation method and an FDR method is required.

#### **Task SB1-1.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

#### **Task SB1-1.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

#### **Task SB1-1.3 Deliverables**

90% Plans

#### **Task SB1-1.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will



be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-1.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-1.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-1.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-1.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

#### **Task SB1-1.7 Construction Support Services**





Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### ***TASK SB1-2 – Union Road CIPR with Overlay***

#### **Task SB1-2.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

##### **Task SB1-2.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

##### **Task SB1-2.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

##### **Task SB1-2.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include Cold In Place Recycling with an asphalt overlay.

##### **Task SB1-2.1.4 Preliminary Cost Estimates**



- Prepare Preliminary cost estimates for the road segment.

**Task SB1-2.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task SB1-2.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section
- Cement mix design if structural section is not adequate for CIPR rehabilitation method and a FDR method is required.

**Task SB1-2.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task SB1-2.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Task SB1-2.3 Deliverables**

90% Plans

**Task SB1-2.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The



Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-2.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-2.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-2.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-2.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award.

#### **Task SB1-2.7 Construction Support Services**



Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### ***TASK SB1-3 – Crestview Lane Resurfacing with Cape Seal***

#### **Task SB1-3.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

##### **Task SB1-3.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

##### **Task SB1-3.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

##### **Task SB1-3.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include resurfacing the roadway with a cape seal. Minor pavement repair may also be required.

##### **Task SB1-3.1.4 Preliminary Cost Estimates**



- Prepare Preliminary cost estimates for the road segment.

**Task SB1-3.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task SB1-3.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section

**Task SB1-3.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task SB1-3.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Task SB1-3.3 Deliverables**

90% Plans

**Task SB1-3.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The



consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-3.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-3.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-3.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-3.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

#### **Task SB1-3.7 Construction Support Services**

Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.



## ***TASK SB1-4 – Hillcrest Road with Cape Seal***

### **Task SB1-4.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

#### **Task SB1-4.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

#### **Task SB1-4.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

#### **Task SB1-4.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include resurfacing the roadway with a cape seal. Minor pavement repair may also be required.

#### **Task SB1-4.1.4 Preliminary Cost Estimates**

- Prepare Preliminary cost estimates for the road segment.

**Task SB1-4.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task SB1-4.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section

**Task SB1-4.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task SB1-4.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Task SB1-.3 Deliverables**

90% Plans

**Task SB1-4.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.





Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-4.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-4.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-4.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-4.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

#### **Task SB1-4.7 Construction Support Services**

Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.



## ***TASK SB1-5 – Cienga Road CIPR with Overlay***

### **Task SB1-5.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

#### **Task SB1-5.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

#### **Task SB1-5.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

#### **Task SB1-5.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include Cold In Place Recycling with an asphalt overlay.

#### **Task SB1-5.1.4 Preliminary Cost Estimates**

- Prepare Preliminary cost estimates for the road segment.

**Task SB1-5.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task SB1-5.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section
- Cement mix design if structural section is not adequate for CIPR rehabilitation method and a FDR method is required.

**Task SB1-5.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task SB1-5.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Task SB1-5.3 Deliverables**

90% Plans

**Task SB1-5.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The



Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-5.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-5.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-5.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-5.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

#### **Task SB1-5.7 Construction Support Services**



Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### ***TASK SB1-6 – Southside Road Overlay***

#### **Task SB1-6.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

##### **Task SB1-6.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

##### **Task SB1-6.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included as a detailed survey is not going to be conducted for these projects.

##### **Task SB1-6.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include resurfacing the roadway with an asphalt overlay. Minor pavement repair may also be required.

##### **Task SB1-6.1.4 Preliminary Cost Estimates**



- Prepare Preliminary cost estimates for the road segment.

**Task SB1-6.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

**Task SB1-6.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section

**Task SB1-6.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

**Task SB1-6.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

- Incorporate County review comments into the design and prepare a comment/response form

**Task SB1-6.3 Deliverables**

90% Plans

**Task SB1-6.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The



consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task SB1-6.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task SB1-6.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

#### **Task SB1-6.5 Deliverables:**

- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task SB1-6.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award.

#### **Task SB1-6.7 Construction Support Services**

Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.



### **SCOPE OF WORK for Enterprise Funded Projects**

The Consultant shall provide surveys, engineering consulting services needed to complete the design and prepare final PS&E for the following **additional** locations.

#### **Additional Locations and Description of Work:**

##### **A. Fairview Road**

Prepare PS&E for Fairview Road from Rosa Morada to McCloskey Road. The proposed road rehabilitation method for this segment is an asphalt overlay. The Consultant will conduct a field visit of the site, survey the site and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.

##### **B. Best Road**

Prepare PS&E for Best Road from the State R/W of Highway 25 to John Smith Road. It is assumed that no propose work will encroach within the State R/W. The proposed road rehabilitation method for this segment is an asphalt overlay. The Consultant will field visit the site, and using County provided Geotech information, develop PS&E to rehabilitate the failed roadway.

#### **Design Drawings for all of the Enterprise Funded Projects**

The following Design drawings are anticipated for all of the Enterprise Funded Projects. The projects will be bundled together in one PS&E package and will include the following:

Title Sheet	1
Typical Sections	1
Layout Plan	8
Construction Details	1
Drainage Plans & Details **	4
Traffic Handling/Staged Construction Plans	1

\*\*Drainage Plans and Details will only be provided for the Fairview Road Project





## **Roadway/Civil Design**

The consultant will perform roadway design in accordance with the latest version of the AASHTO Green Book County design standards, City of Hollister Design Standards, and Caltrans Standards. Design shall include details for traffic control plans in accordance with the Caltrans *Manual of Uniform Traffic Control Devices*.

Consultant will develop roadway geometrics, typical cross sections, drainage design (Fairview Road only), traffic handling/ construction area signs for construction of the project.

It is assumed that the Contractor will prepare the necessary SWPPP or WPCP and thus, Temporary Water Pollution Control sheets are not required, however conceptual temporary water pollution control sheets will be generated for cost estimating purposes only.

## **Plans, Specifications and Special Provisions**

Plans and specifications shall be prepared in conformance with the current edition of the "Construction Contract Development Guide" and Caltrans Standard Plans 2018, Caltrans Standard Specifications 2018, Caltrans Standard Special Provisions 2018, and City of Hollister Standard Plans. The County will provide boilerplate special provisions and bid book.

Construction drawings will be developed using AutoCAD 2018 or newer, at the consultant's discretion. Specifications will be prepared in the current version of Microsoft Word.

## **Assumptions and Exceptions**

Design standards used will be those in effect as of the date of Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, County agrees to compensate the consultant for extra work which is required to meet the new or modified standards.

Additionally, the scope herein is based on County directed repair methods. Should subgrade conditions, drainage or other field conditions require additional design, this will also be considered extra work.

Extra work will not be initiated until a scope, fee and schedule are approved by the County.



The following tasks are assumed to be performed by the County or others and are not included in this Scope of Work:

- Environmental and permitting services
- Public outreach and meetings
- Preparation of the boilerplate special provisions and bid book
- Geotechnical Engineering, including geotechnical borings, R-value testing, and providing Cement Mix Design for FDR improvements.
- Survey topo is not going to be performed or provided by the County or Consultant. Aerial plans will be used as the base mapping.

## **Task 1- Project Management**

### Project/Staff Management

The Consultant will be responsible for the following project management activities associated with this additional work:

- Managing the project schedule and budget
- Additional project related meetings (limited to two (2) trips to San Benito County)
- Conference calls or Skype meetings (limited to two (2))
- Coordination with Vanir, sub-consultants, and County

## **Quality Control and Quality Assurance**

A Quality Control (QC) and Quality Assurance (QA) program will be implemented on the project to capture any design or drafting errors.



## ***TASK EN-1 – Fairview Road, Rosa Morada to McCloskey Overlay***

### **Task EN-1.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Drainage – Prepare conceptual drainage improvements
- Environmental issues triggered by drainage (All ENV work to be performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

#### **Task EN-1.1.1 Assess Available Information**

Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

#### **Task EN-1.1.2 Site Visit**

- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design will be performed only for Fairview Road as a detailed survey is not being conducted for Best Road.

#### **Task EN-1.1.3 – Preliminary Layout Drawings**

- Prepare Preliminary Layout Drawings. These drawings will be approximately 30% plans showing design and drainage concepts and will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include resurfacing the roadway with an asphalt overlay and construction of improved drainage facilities. Minor pavement repair may also be required.

#### **Task EN-1.1.4 – Preliminary Drainage Design**



Prepare conceptual drainage improvements including the following:

- Roadside Ditch Design – Clear ditches and show positive drainage slopes to existing drainage features or create infiltration ditches
- Place drainage culverts under driveways
- Correct low points in the roadway to improve drainage on the roadway
- Design Dry Wells, if necessary to intercept drainage flows

#### Task EN-1.1.5 Preliminary Cost Estimates

- Prepare Preliminary cost estimates for the road segment.

#### **Task EN-1.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

#### **Task EN-1.2 – Surveying/Mapping/ROW Engineering**

- *Refer to Attachment A for Survey Scope from Kier and Wright*

#### **Task EN-1.3 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section

##### **Task EN-1.3.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

#### **Task EN-1.4- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:

Incorporate County review comments into the design and prepare a comment/response form



- Prepare 90% Design plans and details

#### **Task EN-1.4 Deliverables**

90% Plans

#### **Task EN-1.5 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

#### **Task EN-1.5 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

#### **Task EN-1.6 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

Task EN-1.5 Deliverables:



- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

### **Task EN-1.7 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

### **Task EN-1.8 Construction Support Services**

Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### ***TASK EN-2 – Best Road, Highway 25 to John Smith Overlay***

#### **Task EN-2.1- Preliminary Engineering**

In this task, the consultant will review available project information, coordinate with Vanir for additional information required by others, develop alternative solutions, and present a recommendation to the County for their approval. Key issues which will be considered include:

- Site geology and R value testing (Performed by County's Geotechnical Consultant)
- Environmental issues (Performed by County)
- ROW information
- Utility impacts (Assume no utility impacts/coordination)

##### **Task EN-2.1.1 Assess Available Information**

- Review currently available documentation (Geotechnical report, maintenance reports etc. as available)

##### **Task EN-2.1.2 Site Visit**



- Conduct one (1) site visit with County and stakeholders. At the site visit, the engineering team will mark up areas on plans of failed pavement and will visually evaluate if there are any sub-surface failures, such as drainage issues that need to be addressed. For this scope, it is assumed that detailed drainage design is not included for Best Road as a detailed survey is not going to be conducted for this site.

#### Task EN-2.1.3 – Preliminary Layout Drawings

- Prepare Preliminary Layout Drawings for each alternative. These drawings will be developed on aerial plans which will include typical sections, hatched areas marking rehabilitation limits, and notes delineating work. It is assumed that the repair of this roadway will include resurfacing the roadway with an asphalt overlay. Minor pavement repair may also be required.

#### Task EN-2.1.4 Preliminary Cost Estimates

- Prepare Preliminary cost estimates for the road segment.

### **Task EN-2.1 Deliverables:**

- Preliminary 30% Conceptual Plans
- 30% Conceptual Estimate

### **Task EN-2.2 - Geotechnical Engineering (by County)**

County's geotechnical consultant to provide:

- R-value testing
- Roadway core values for existing structural section

#### **Task EN-2.2.1 Review County's scope of work for Geotechnical Consultant**

The Consultant will assist the County in preparing a scope of work for their Geotechnical Consultant and will note locations for geotechnical borings.

### **Task EN-2.3- 90% PS&E**

Upon receiving comments back from the County on the 30% Submittal package, the Consultant will:



- Incorporate County review comments into the design and prepare a comment/response form

### **Task EN-2.3 Deliverables**

90% Plans

### **Task EN-2.4 Cost Estimates and Specifications**

The Consultant will prepare an itemized engineer's estimate at the 90% stage. Work also includes updating the bid item list to correspond to Caltrans current standards. Prices will be updated to current expected values.

The Consultant will develop project specifications and special provisions from the most current Caltrans and County standards in effect as of the date of Notice to Proceed. The Consultant will edit the applicable Caltrans Standard Special Provisions (SSPs) and prepare required special provisions, coordinating both structure and roadway designs. The consultant will utilize the County "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement.

Specifications will be updated and finalized with comments from the County after the 90% submittal.

### **Task EN-2.4 Deliverables**

- Engineer's Estimate of Construction Cost
- Technical Specifications and Special Provisions

### **Task EN-2.5 -Final (100%) PS&E**

Upon receiving comments back from the County on the 90% Submittal package, the Consultant will:

- Incorporate County review comments into the design and bidding documents, if any
- Sign and seal the design and bidding documents.
- Prepare copies of design, design check and bidding documents in the quantities required by the County.

### **Task EN-2.5 Deliverables:**





- (3) Sets of 11x17 final design plans
- Copies of final Specifications (two loose-leaf bound and one printer ready)
- Copy of final Engineer's Estimate

#### **Task EN-2.6 Pre-Construction Engineering Services**

The Consultant will remain available to provide assistance during bidding and award. The accompanying fee estimate assumes that up to **20 hours** for assistance during bidding and award for this project site.

#### **Task EN-2.7 Construction Support Services**

Consultant will provide a Resident Engineer and materials sampling and testing for the construction contract work by the Contractor. Administration of the project will be in compliance with County procedures and protocols, and in compliance with Caltrans LAPM.

### **End of Scope**

### **SCHEDULE OF WORK:**

Attached

### **FEE PROPOSAL:**

Attached



We look forward to a successful completion of the quick-strike project and continuing our strong working relationship with San Benito County. We'll deliver these services on a lump-sum percent complete basis. Thanks again for the opportunity and as always, please call with any questions.

Sincerely,  
VANIR CONSTRUCTION MANAGEMENT, INC.

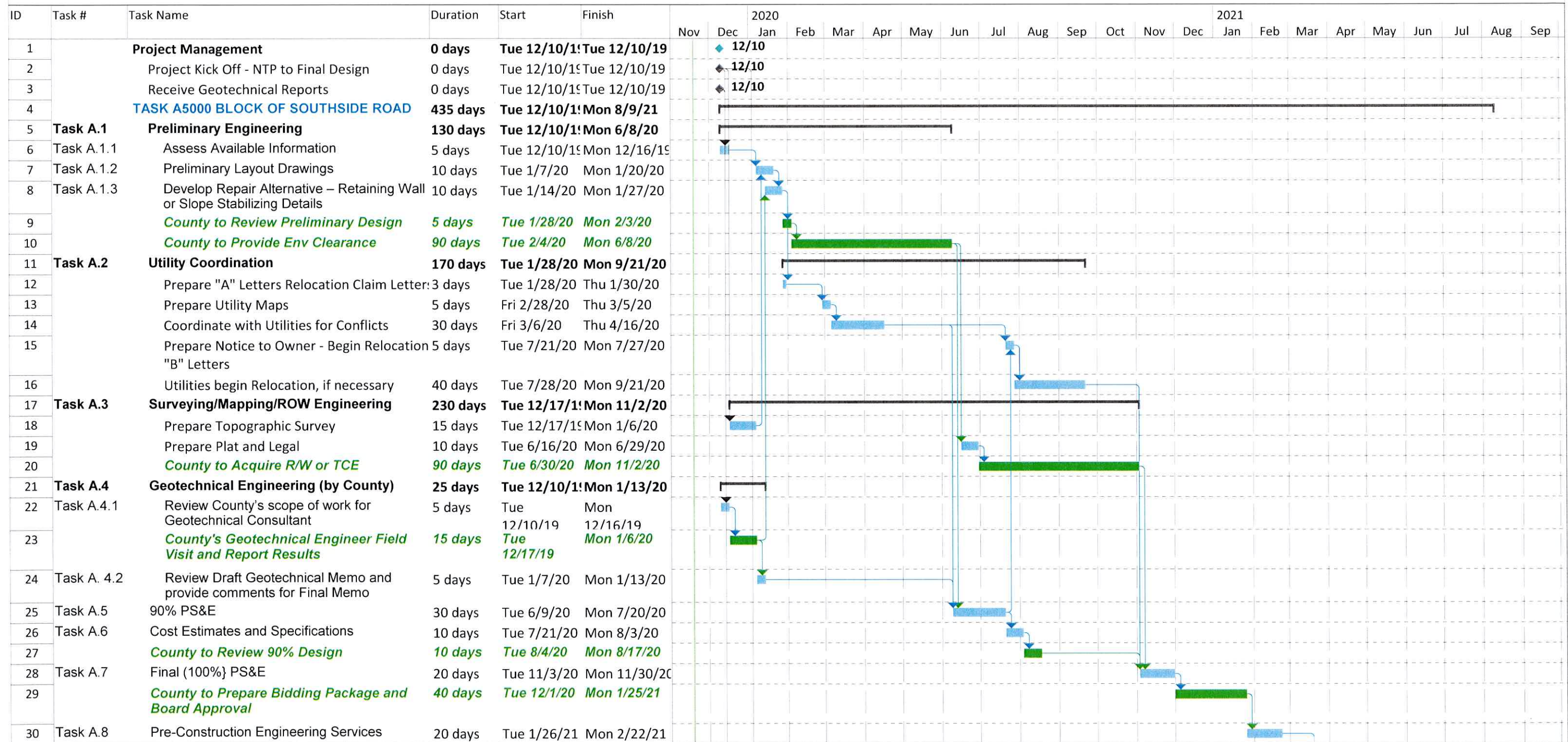
A handwritten signature in blue ink, appearing to read 'Jerry Avalos', is enclosed within a thin black rectangular border.

Jerry Avalos, CCM, EIT, LEED AP  
*Area Manager/Associate*

Cc: Steve Whitehead, President, Vanir CM  
Andrew Freeman, COO, Vanir CM  
Bob Fletcher, VP of Business Development, Vanir CM  
Roy Magdaleno, Project Director, Vanir CM

# San Benito County

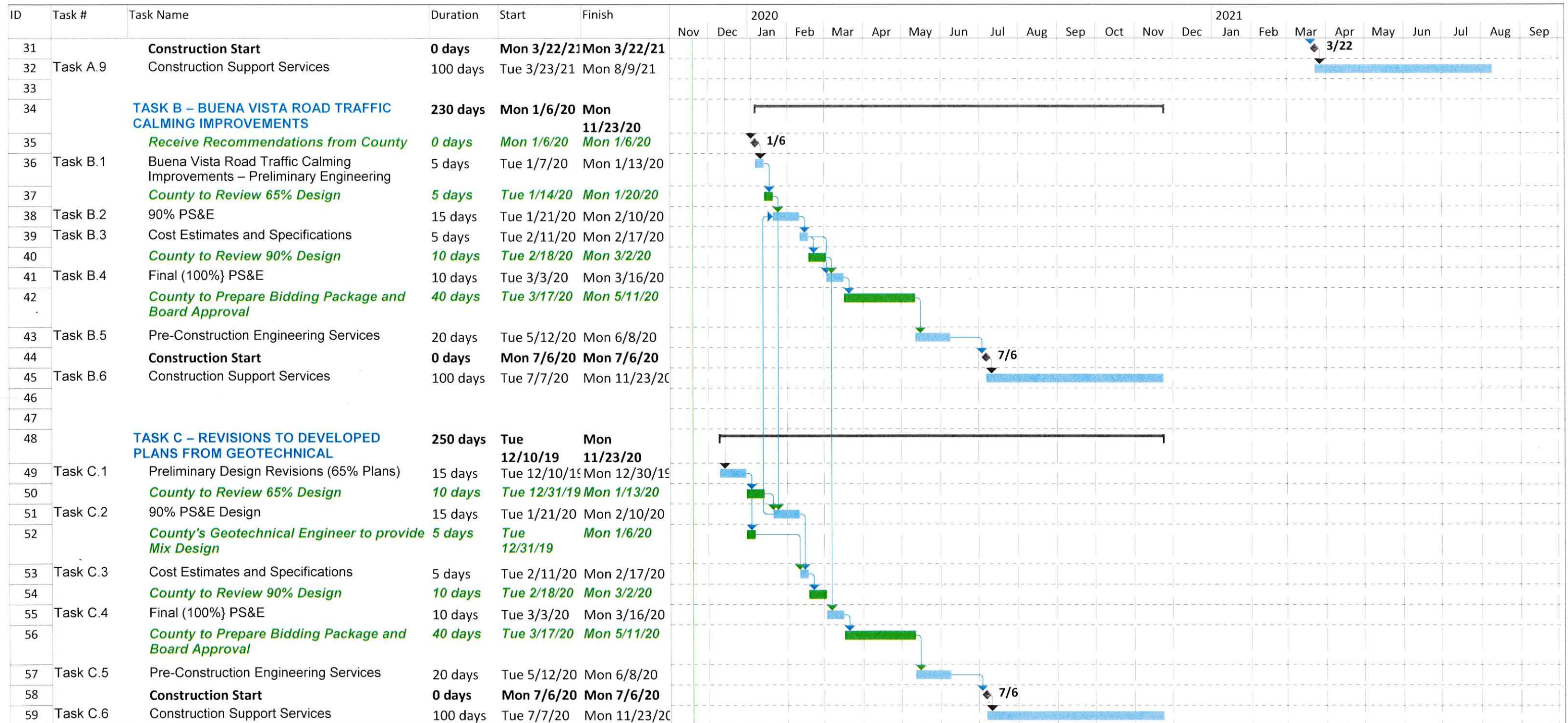
## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - MEASURE G FUNDS





# San Benito County

## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - MEASURE G FUNDS





# San Benito County

## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - SB-1 Funds



# San Benito County

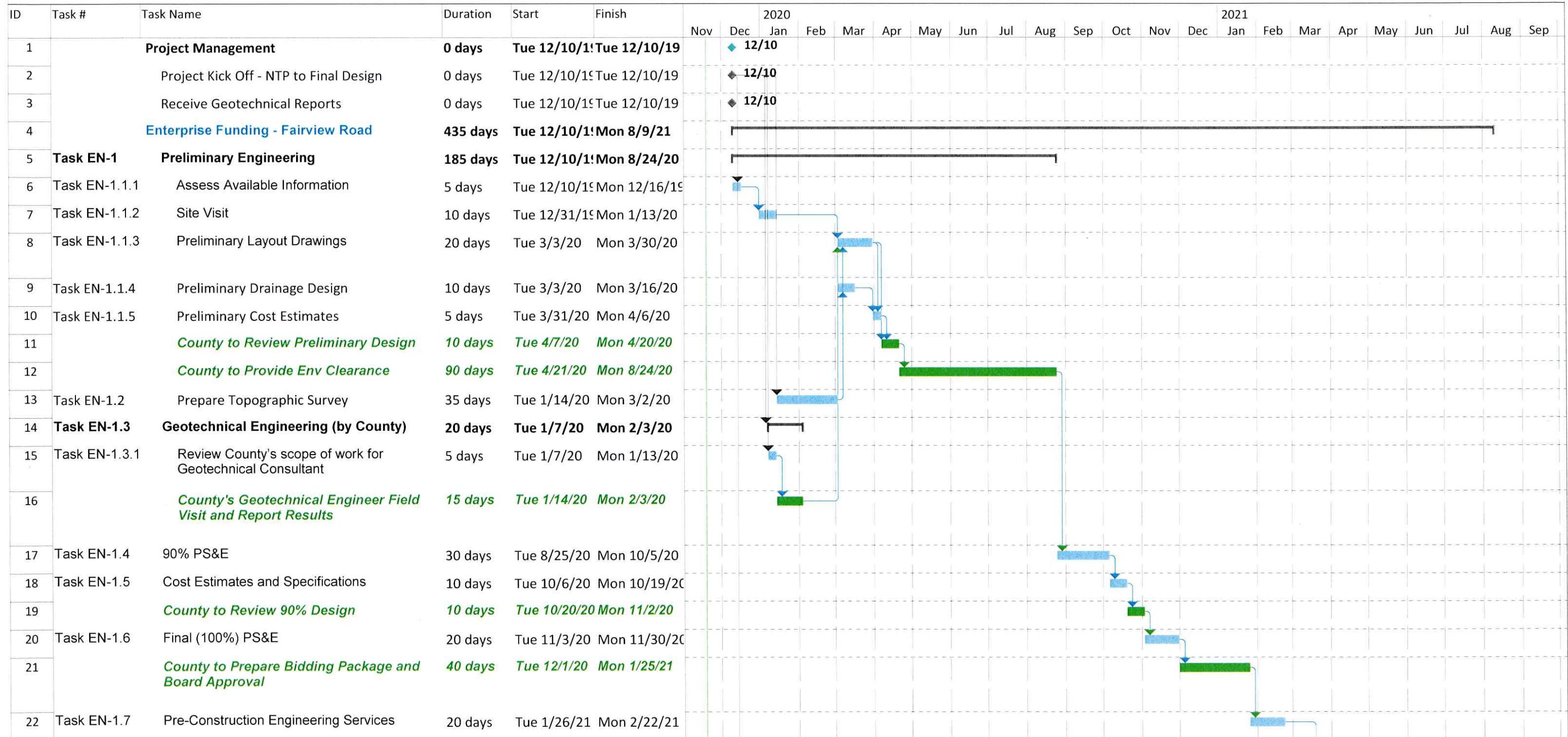
## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - SB-1 Funds





# San Benito County

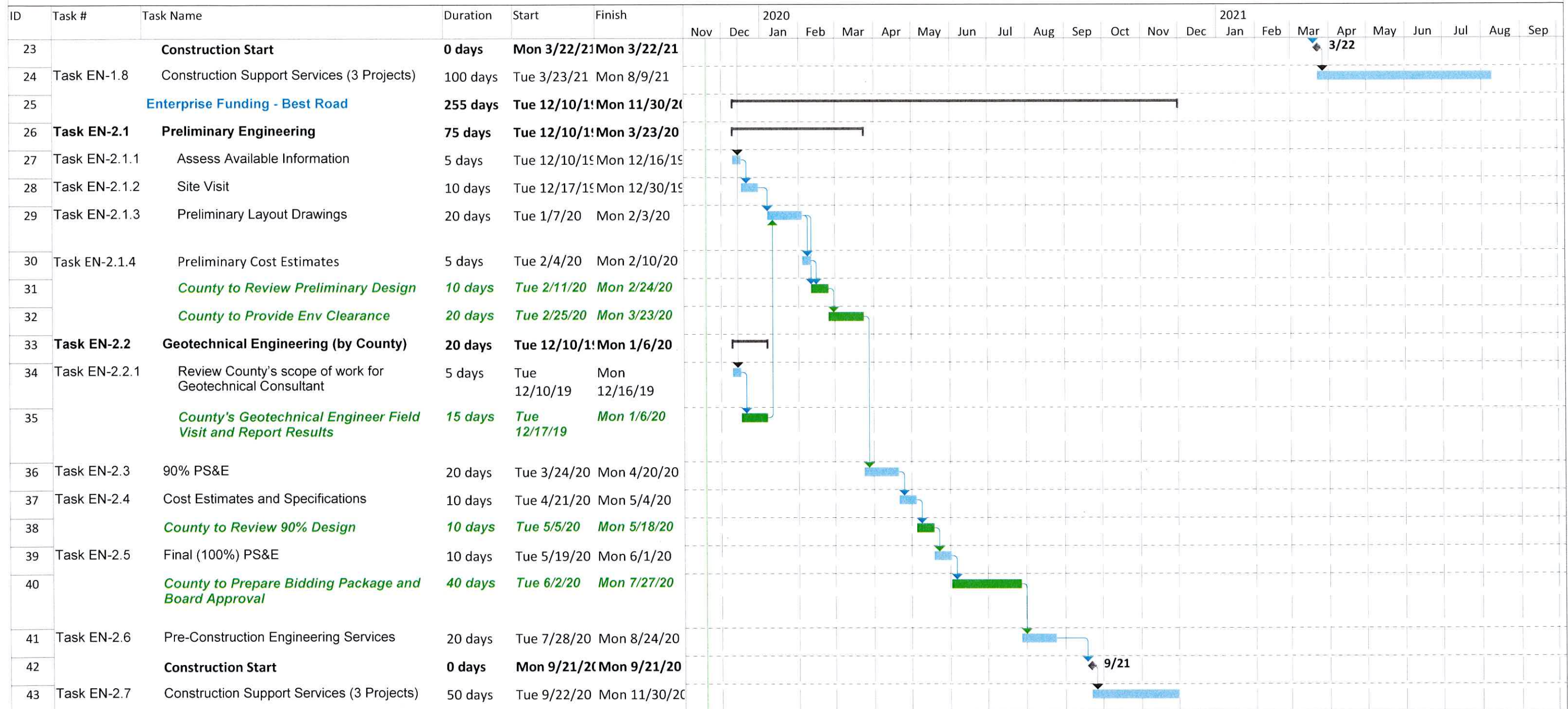
## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - Enterprise Funding





# San Benito County

## SAN BENITO PAVEMENT REPAIR ADDITIONAL SITES - Enterprise Funding





Funding Sources, Roads & Tasks		Oversight				Total
		Design	PM/Engineering	CM/Inspection	Reimbursables	
Measure G Funding						
TaskG- 0	Project Management	\$24,960	\$15,242	\$38,611	\$2,594	\$81,406
Task G-1	5000 Block of Southside Road					
	Task G-1.1 Preliminary Engineering	\$4,720				\$4,720
	Task G-1.1.1 Assess Available Information	\$11,720				\$11,720
	Task G-1.1.2 Preliminary Layout Drawings	\$10,080				\$10,080
	Task G-1.1.3 Develop Repair Alternatives	\$23,140				\$23,140
	Task G-1.2 Utility Coordination	\$12,960				\$12,960
	Task G-1.3 Surveying/Mapping/ROW Engineering	\$3,480	\$22,500			\$25,980
	Task G-1.4 Geotechnical Report Review (Report by County)	\$5,080	\$51,000			\$56,080
	Task G-1.4.1 Review County's scope of work for Geotech Cons.	\$3,320				\$3,320
	Task G-1.4.2 Review Draft Geotech Memo & Provide Comment	\$2,480				\$2,480
	Task G-1.5 90% PS&E	\$78,740	\$1,524			\$80,264
	Task G-1.6 Cost Estimates & Specifications	\$22,260				\$22,260
	Task G-1.7 Final (100% PS&E) Design	\$17,360				\$17,360
	Task G-1.8 Pre-Construction Bid & Award	\$9,180	\$1,524			\$10,704
	Task G-1.9 Construction Support Services	\$10,960	\$14,226	\$115,821	\$15,984	\$156,991
Task G-2	Buena Vista Road Traffic Calming Improvements					
	Task G-2.1 BV Road Traffic Calming - Preliminary Engineering					\$0
	Task G-2.1.1 Assess available Information	\$1,510				\$1,510
	Task G-2.1.2 Preliminary Layout Drawings	\$5,580				\$5,580
	Task G-2.1.3 Preliminary Cost Estimates	\$3,190				\$3,190
	Task G-2.2 90% PS&E	\$5,380				\$5,380
	Task G-2.3 Cost Estimates & Specifications	\$2,480				\$2,480
	Task G-2.4 Final (100% PS&E) Design	\$2,840				\$2,840
	Task G-2.5 Pre-Construction Bid & Award	\$1,240	\$381			\$1,621
	Task G-2.6 Construction Support Services	\$1,560	\$3,557	\$23,164	\$2,632	\$30,913
Task G-3	Design, PM/CM & Inspections for Developed Plans w/ Geotech Info (Wright Rd., Union Rd., Southside Rd., Shore Rd., San Benito Rd., Buena Vista Rd.)					
	Task G-3.1 Preliminary Design Revisions	\$6,960	\$3,048			\$10,008
	Task G-3.2 90% PS&E	\$6,180	\$3,048			\$9,228
	Task G-3.3 Cost Estimates & Specifications	\$6,960				\$6,960
	Task G-3.4 Final (100% PS&E) Design	\$6,600	\$1,524			\$8,124
	Task G-3.5 Pre-Construction Bid & Award	\$7,800	\$3,811			\$11,611
	Task G-3.6 Construction Support Services	\$3,900	\$88,915	\$324,299	\$39,474	\$456,588

## Enterprise Funding

<b>TaskEN- 0</b>	<b>Project Management</b>	\$5,920	\$54,606	\$14,479	\$1,607	\$76,612
<b>Task EN-1</b>	<b>Fairview Road, Rosa Morada to McCloskey</b>					
Task EN-1.1	Preliminary Engineering					
Task EN-1.1.1	Assess Available Information	\$1,100				\$1,100
Task EN-1.1.2	Site Visit	\$780	\$762			\$1,542
Task EN-1.1.3	Preliminary Layout Drawings	\$9,900				\$9,900
Task EN-1.1.4	Preliminary Drainage Design	\$14,620				\$14,620
Task EN-1.1.5	Preliminary Cost Estimates	\$6,990				\$6,990
Task EN-1.2	Surveying/Mapping/ROW Engineering	\$3,480	\$23,500			\$26,980
Task EN-1.3	Geotechnical Report Review (Report by County)		\$381			\$381
Task EN-1.3.1	Review County's Scope of work for Geotech Cons.	\$1,100				\$1,100
Task EN-1.4	90% PS&E	\$28,080	\$381			\$28,461
Task EN-1.5	Cost Estimates & Specifications	\$12,400				\$12,400
Task EN-1.6	Final (100% PS&E) Design	\$2,200	\$381			\$2,581
Task EN-1.7	Pre-Construction Bid & Award	\$3,480				\$3,480
Task EN-1.8	Construction Support Services		\$17,783	\$121,612	\$13,816	\$153,211
<b>Task EN-2</b>	<b>Best Road, Hwy 25 to John Smith</b>					
Task EN-2.1	Preliminary Engineering					\$0
Task EN-2.1.1	Assess Available Information	\$1,100				\$1,100
Task EN-2.1.2	Site Visit	\$780	\$762			\$1,542
Task EN-2.1.3	Preliminary Layout Drawings	\$8,220				\$8,220
Task EN-2.1.4	Preliminary Cost Estimates	\$870				\$870
Task EN-2.2	Geotechnical Report Review (Report by County)					\$0
Task EN-2.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task EN-2.3	90% PS&E	\$5,350				\$5,350
Task EN-2.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task EN-2.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task EN-2.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task EN-2.7	Construction Support Services	\$1,510	\$17,783	\$52,119	\$5,921	\$77,334

## SB - 1 Funding

<b>TaskSB- 0</b>	<b>Project Management</b>	\$10,000	\$57,721	\$20,271	\$2,144	\$90,135
<b>Task SB1-1</b>	<b>Fairview Road Road CIPR w/ Overlay</b>					
Task SB1-1.1	Preliminary Engineering					\$0
Task SB1-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB1-1.1.2	Site Visit	\$780	\$762			\$1,542
Task SB1-1.1.3	Preliminary Layout Drawings	\$8,220				\$8,220
Task SB1-1.1.4	Preliminary Cost Estimates	\$870				\$870
Task SB1-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB1-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB1-1.3	90% PS&E	\$5,350				\$5,350
Task SB1-1.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task SB1-1.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task SB1-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB1-1.7	Construction Support Services	\$1,510	\$17,783	\$40,618	\$3,296	\$63,207
<b>Task SB1-2</b>	<b>Union Road CIPR w/ Overlay</b>					
Task SB2-1.1	Preliminary Engineering					\$0
Task SB2-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB2-1.1.2	Site Visit	\$780	\$762			\$1,542
Task SB2-1.1.3	Preliminary Layout Drawings	\$8,220				\$8,220
Task SB2-1.1.4	Preliminary Cost Estimates	\$870				\$870
Task SB2-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB2-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB2-1.3	90% PS&E	\$5,350				\$5,350
Task SB2-1.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task SB2-1.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task SB2-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB2-1.7	Construction Support Services	\$1,510	\$17,783	\$40,618	\$3,296	\$63,207
<b>Task SB1-3</b>	<b>Crestview Lane Resurfacing w/ CAPE Seal</b>					
Task SB3-1.1	Preliminary Engineering					\$0
Task SB3-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB3-1.1.2	Site Visit	\$780	\$762			\$1,542
Task SB3-1.1.3	Preliminary Layout Drawings	\$8,220				\$8,220
Task SB3-1.1.4	Preliminary Cost Estimates	\$870				\$870
Task SB3-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB3-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB3-1.3	90% PS&E	\$5,350				\$5,350
Task SB3-1.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task SB3-1.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task SB3-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB3-1.7	Construction Support Services	\$1,510	\$17,783	\$40,618	\$3,296	\$63,207
<b>Task SB1-4</b>	<b>Hillcrest Road w/ CAPE Seal</b>					
Task SB4-1.1	Preliminary Engineering					\$0
Task SB4-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB4-1.1.2	Site Visit	\$780	\$762			\$1,542
Task SB4-1.1.3	Preliminary Layout Drawings	\$8,220				\$8,220
Task SB4-1.1.4	Preliminary Cost Estimates	\$870				\$870
Task SB4-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB4-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB4-1.3	90% PS&E	\$5,350				\$5,350
Task SB4-1.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task SB4-1.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task SB4-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB4-1.7	Construction Support Services	\$1,510	\$17,783	\$40,618	\$3,296	\$63,207
<b>Task SB1-5</b>	<b>Cienaga Road CIPR w/ Overlay</b>					
Task SB5-1.1	Preliminary Engineering					\$0
Task SB5-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB5-1.1.2	Site Visit	\$1,950	\$762			\$2,712
Task SB5-1.1.3	Preliminary Layout Drawings	\$15,800				\$15,800
Task SB5-1.1.4	Preliminary Cost Estimates	\$2,610				\$2,610
Task SB5-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB5-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB5-1.3	90% PS&E	\$9,230				\$9,230
Task SB5-1.4	Cost Estimates & Specifications	\$5,040	\$381			\$5,421
Task SB5-1.5	Final (100% PS&E) Design	\$3,710				\$3,710
Task SB5-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB5-1.7	Construction Support Services	\$1,510	\$35,566	\$40,618	\$3,296	\$80,990
<b>Task SB1-6</b>	<b>Southside Road Overlay</b>					
Task SB6-1.1	Preliminary Engineering					\$0
Task SB6-1.1.1	Assess Available Information	\$1,100				\$1,100
Task SB6-1.1.2	Site Visit	\$4,780	\$762			\$5,542
Task SB6-1.1.3	Preliminary Layout Drawings	\$4,220				\$4,220
Task SB6-1.1.4	Preliminary Cost Estimates	\$870				\$870
Task SB6-1.2	Geotechnical Report Review (Report by County)					\$0
Task SB6-1.2.1	Review County's Scope of work for Geotech Cons.	\$390	\$381			\$771
Task SB6-1.3	90% PS&E	\$3,350				\$3,350
Task SB6-1.4	Cost Estimates & Specifications	\$2,200	\$381			\$2,581
Task SB6-1.5	Final (100% PS&E) Design	\$1,510				\$1,510
Task SB6-1.6	Pre-Construction Bid & Award	\$870	\$381			\$1,251
Task SB6-1.7	Construction Support Services	\$1,510	\$17,783	\$40,618	\$3,296	\$63,207
<b>Totals</b>		<b>\$579,680</b>	<b>\$521,414</b>	<b>\$954,086</b>	<b>\$103,947</b>	<b>\$2,159,127</b>

**END OF ATTACHMENT A**

**ATTACHMENT B**  
**Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☒ One month in arrears.
- ☐ Upon the complete performance of the services specified in Attachment A.
- ☐ The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ \_\_\_\_\_, or
- ☒ a total sum not to exceed \$ 2,159,127.00

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- ☒ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply: (Specify)

**END OF ATTACHMENT B.**

## **ATTACHMENT C**

### **General Terms and Conditions**

#### **C-1. INDEMNIFICATION.**

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

#### **C-2. GENERAL INSURANCE REQUIREMENTS.**

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

#### **C-3. INSURANCE COVERAGE REQUIREMENTS.**

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

#### **C-4. CERTIFICATE OF INSURANCE.**

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

#### **C-5. RECORDS TO BE MAINTAINED.**

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

#### **C-6. RETENTION OF RECORDS.**

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

#### **C-7. TITLE TO DOCUMENTS; COPYRIGHT.**

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

#### **C-8. INDEPENDENT CONTRACTOR.**

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

#### **C-9. CONFLICT OF INTEREST.**

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

#### **C-10. COMPLIANCE WITH APPLICABLE LAWS.**

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

#### **C-11. NONDISCRIMINATION.**

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

#### **C-12. BANKRUPTCY.**

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.



### **C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.**

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

### **C-14. NEGOTIATED CONTRACT.**

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

### **C-15. SEVERABILITY.**

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

### **C-16. ENTIRE CONTRACT.**

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

### **C-17. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of this contract.

### **C-18. TERMINATION.**

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

### **C-19. NOTICES.**

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

#### **C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.**

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

#### **C-21. MATERIALITY.**

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

#### **C-22. WAIVER.**

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

#### **C-23. AUTHORITY AND CAPACITY.**

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

#### **C-24. BINDING ON SUCCESSORS.**

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

#### **C-25. CUMULATION OF REMEDIES.**

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

#### **C-26. INDEPENDENT ADVICE.**

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

**C-27. NO RELIANCE ON REPRESENTATIONS.**

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

**C-28. REDUCTION OF CONSIDERATION.**

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

**C-29. COUNTERPARTS.**

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

**END OF ATTACHMENT C.**

**ATTACHMENT D**  
**Specific Terms and Conditions**  
**Licensed Architects, Landscape Architects, Professional Engineer and**  
**Professional Land Surveyors**

The rights and duties of the parties to this CONTRACT are additionally governed by the following specific, additional terms and conditions:

**D-1. INDEMNIFICATION.** With regard to the design services described in California Civil Code section 2782.8 only, Paragraph C-1 of Attachment C to this contract is hereby modified to read as follows:

To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its officers, agents, employees and representatives, from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONTRACTOR includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778.

The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this contract. CONTRACTOR shall not be liable under this indemnification provision if the COUNTY has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence, recklessness or willful misconduct. The obligations set forth herein shall continue beyond the term of this contract.

The provisions of Paragraph C-1 of Attachment C shall remain in full force and effect and shall apply to CONTRACTOR'S provision of all other services under this contract.

**D-2. ADDITIONAL SPECIFIC TERMS AND CONDITIONS:** (check one)

☒ There are no additional specific terms and conditions.

☐ The following additional specific terms and conditions shall apply: (Specify)

**D-3. HARMONIZATION OF CONTRACT TERMS.** Where the specific terms and conditions set forth in this Attachment D specifically conflict with the general terms and conditions set forth in Attachment C to this CONTRACT, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in Attachment C shall remain in full force and effect, to the extent they do not specifically conflict with the specific terms and conditions set forth in this Attachment D.

**END OF ATTACHMENT D.**