

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT
ORCHARD AVENUE EXTENSION FEASIBILITY STUDY
ON COUNTY ROAD 147 AT MILE POST 0.0 TO 2.5**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and GHD Inc., 943 Reserve Drive, Suite 100, Roseville, CA 95678, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONSULTANT to prepare the "Orchard Avenue Extension Feasibility Study" to set an overall traffic circulation context for specific future projects; and,

WHEREAS, CONSULTANT is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONSULTANT to provide the services described in Exhibit "A", and CONSULTANT accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information

The term of this Agreement shall be from the date this Agreement becomes fully executed by all parties (the "Effective Date"), and shall continue through March 31, 2020.

The compensation payable to CONSULTANT hereunder shall not exceed one hundred fifty thousand dollars (\$150,000) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW: Transportation

HOWARD N. DASHIELL, Director

DATE

3-30-18

Budgeted: ☒ Yes ☐ No

Budget Unit: 3041

Line Item: 2184

Grant: ☒ Yes ☐ No

Caltrans Community-Based

Grant No.: Transportation Planning (CBTP) Grant

COUNTY OF MENDOCINO

By:

DAN HAMBURG, Chair
BOARD OF SUPERVISORS

MAY 10 2018

Date:

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

MAY 10 2018

I hereby certify that according to the provisions of Government Code section 2103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By:

Deputy

MAY 10 2018

INSURANCE REVIEW:

By:

Risk Management

Date:

4-18-18

CONSULTANT/COMPANY NAME

By:

KAMESH VEDULA, PRINCIPAL

Date:

APR 24, 2018

NAME AND ADDRESS OF CONSULTANT:

GHD Inc.

943 Reserve Drive, Suite 100

Roseville, CA 95678

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT,
County Counsel

By:

Deputy

Date:

4/9/18

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO

Date:

4-11-18

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section:

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONSULTANT is an Independent Contractor. CONSULTANT is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONSULTANT nor for any obligations or liabilities incurred by CONSULTANT.

CONSULTANT shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONSULTANT shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONSULTANT's failure to pay such amounts.

In carrying out the work contemplated herein, CONSULTANT shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONSULTANT does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONSULTANT is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONSULTANT, withhold from payments to CONSULTANT hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Consultant shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONSULTANT'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONSULTANT shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONSULTANT shall provide Workers' Compensation insurance, as applicable, at CONSULTANT's own cost and expense and further, neither the CONSULTANT nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONSULTANT affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONSULTANT further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONSULTANT shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of CONSULTANT'S and subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONSULTANT shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONSULTANT shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONSULTANT's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONSULTANT's performance of this Agreement, CONSULTANT shall immediately notify Mendocino County Risk Manager's Office by telephone. CONSULTANT shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONSULTANT's sub-contractor, if any; (3) name and address of CONSULTANT's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONSULTANT further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONSULTANT as provided in Exhibit "B" hereto as funding permits.
- If COUNTY over pays CONSULTANT for any reason, CONSULTANT agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONSULTANT under this Agreement or any other agreement.
- In the event CONSULTANT claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONSULTANT shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONSULTANT under this Agreement or any other agreement.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONSULTANT.
8. OWNERSHIP OF DOCUMENTS: CONSULTANT hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONSULTANT, the CONSULTANT's subcontractors or third parties at the request of the CONSULTANT (collectively, "Documents and

Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONSULTANT shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONSULTANT agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONSULTANT hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONSULTANT's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONSULTANT covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
DEPARTMENT OF TRANSPORTATION
340 Lake Mendocino Drive
Ukiah, CA 95482
Attn: Howard N. Dashiell

To CONSULTANT: GHD Inc.
943 Reserve Drive, Suite 100
Roseville, CA 95678
ATTN: Kamesh Vedula

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONSULTANT shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONSULTANT certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONSULTANT shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.
 - b. CONSULTANT shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONSULTANT shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.

- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONSULTANT shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONSULTANT and CONSULTANT's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONSULTANT nor CONSULTANT's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONSULTANT or any employee of CONSULTANT is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONSULTANT, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONSULTANT agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONSULTANT shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the County Executive Office.

Before the COUNTY will issue a notice to proceed with the Services, CONSULTANT and any subcontractors must acquire, at their expense, a business license from County in accordance with MCC 6.0. Such licenses must be kept valid throughout the Agreement term.

CONSULTANT represents and warrants to COUNTY that CONSULTANT and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONSULTANT shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONSULTANT.

The CONSULTANT shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONSULTANT in the performance of this Agreement. If such books and records are not kept and maintained by CONSULTANT within the County of Mendocino, California, CONSULTANT shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONSULTANT shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONSULTANT's books and records, including, but not limited to, travel, lodging and subsistence costs. CONSULTANT shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONSULTANT shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONSULTANT with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONSULTANT shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONSULTANT's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONSULTANT shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONSULTANT under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONSULTANT without cause at any time upon giving to the CONSULTANT notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONSULTANT's work, the CONSULTANT shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONSULTANT for its professional services shall not exceed

\$150,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONSULTANT. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONSULTANT prior to CONSULTANT'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONSULTANT shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONSULTANT relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONSULTANT may not be adequately performing its obligations under this Agreement or that CONSULTANT may fail to complete the Services as required by this Agreement, COUNTY may request from CONSULTANT prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONSULTANT's performance. CONSULTANT shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONSULTANT acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONSULTANT shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONSULTANT shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONSULTANT and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of

them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

32. INTELLECTUAL PROPERTY WARRANTY: CONSULTANT warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONSULTANT PRODUCTS") to be provided by CONSULTANT in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONSULTANT hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONSULTANT PRODUCTS to the extent reasonably necessary to use the CONSULTANT PRODUCTS in the manner contemplated by this agreement.

CONSULTANT further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONSULTANT PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONSULTANT PRODUCT, CONSULTANT shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONSULTANT shall either, at its option, (1) procure for COUNTY the right to continue using the CONSULTANT Products; or (2) replace or modify the CONSULTANT Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in

accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

[END OF GENERAL TERMS AND CONDITIONS]

CONSULTANT AGREEMENT EXHIBIT A

DEFINITION OF SERVICES

CONSULTANT shall provide the following services:

The following is the *Scope of Work* and understanding of the tasks required for Mendocino County Department of Transportation project number C1802, the “Orchard Ave Extension Feasibility Study.”

The consultant will work closely with a Project Development Team (PDT) comprised of representatives from the Mendocino County Department of Transportation (MCDOT), Mendocino Council of Governments (MCOG), and Caltrans, and the local community to identify and study potential roadway extension alignments.

Overall Project Objective: To conduct a feasibility study for the northerly extension of Orchard Avenue in the Ukiah area, resulting in the development of a final report that includes recommendations for a feasible alternative for a roadway extension that includes bicycle and pedestrian facilities as integral features of the road infrastructure.

The future connections to North State Street via Brush Street, Brunner Street, Ford Road, Liberty Project, Orr Springs Road, Kunzler Ranch Road, Hensley Creek Road, Redemeyer Road Extension and Lake Mendocino Drive shall be analyzed. Many future improvements are hoped for and happening in the area between Brush Street and Lake Mendocino Drive, including the ongoing redevelopment at the Friends of Liberty Property (Old Masonite site); that foresee an extension of Orchard Street, and effectively tie into North State Street and US Hwy 101. Also, long range planning needs to be explored northerly to Hensley Creek Road and Lake Mendocino Drive. The final report will lead to the next steps of funding, designing, and constructing the roadway extension.

It is understood that any services covered under this contract subject to the Business and Professional Code licensing requirements for Engineers, Land Surveyors or Geologists will be performed under the responsible charge of a duly Registered Professional in the State of California. It is also understood that all work performed under this contract is considered to be performed by CONSULTANT, whether it be by CONSULTANT or a subCONSULTANT under contract to CONSULTANT.

All work shall be performed under the guidance of the *Local Assistance Procedures Manual* and the *Local Assistance Program Guidelines* as well as all current design standards applicable to the project.

Point of Contact – Kamesh Vedula, of GHD Inc., will be the single point of contact for maintaining liaison and coordination throughout the project with COUNTY’s Project Manager and other team leaders.

Project Title – In reference to the project in any forms or formal written materials, Consultant shall use the project title of: Orchard Ave Extension Feasibility Study.

Project Long Description – In reference to the project in any forms or formal written materials, CONSULTANT shall use the long project description of: **Orchard Ave Extension Feasibility Study with Future Connections to North State Street via Brush Street, Brunner Street, Ford Road, Liberty Project, Orr Springs Road, Kunzler Ranch Road, Hensley Creek Road, Redemeyer Road Extension and Lake Mendocino Drive.**

Shipping – CONSULTANT shall contact COUNTY prior to any overnight or other expedited shipping. An exception is the use of overnight couriers that offer competitive rates with the US Postal Service. COUNTY will not reimburse for overnight shipping without prior authorization.

TASK 1 Project Initiation and Coordination

Task 1.1 Project Kick-off Meeting

- *Previously completed by MCDOT and Caltrans staff.*

Task 1.2 Procurement of Consultant; Request for Proposals Preparation; Consultant Selection

- *Previously completed by MCDOT staff.*

Task 1.3 Coordination with Project Partners

- CONSULTANT will schedule, prepare for and attend Project Team Meetings with COUNTY to review the scope of work and project goals, schedule, task progress and issues to be addressed.
- CONSULTANT will schedule, prepare for and attend Project Team Meetings with COUNTY to review the materials expected to be presented to the public prior to each of the public meetings scheduled for this project.
- Consultant assumes a total of 3 project team meetings in the offices of the COUNTY. Additional meetings may be requested by COUNTY on a time and travel basis for CONSULTANT. Additional meetings requested by CONSULTANT shall be considered included as a part of this agreement.
- CONSULTANT will coordinate with MCDOT staff as primary technical resource staff.
- COUNTY will form a Project Development Team (PDT) (expected to be comprised of representatives from MCDOT, MCOG, and Caltrans District One) to provide input, to determine the adequacy of the meeting materials and provide input for any additional alternatives or modifications thought to be necessary throughout the study.
- COUNTY will hold a kick-off meeting with the consultant and PDT to refine the scope of work and discuss the intent of the project.

- CONSULTANT will meet with the PDT as needed, and will prepare agendas and meeting minutes for PDT meetings. Includes travel expenses.

Task	Deliverable
1.1	Kick-off Meeting Agenda & Meeting Notes
1.2	RFP & Distribution List; Procurement Procedures; Executed Consultant Contract
1.3	PDT Membership List; PDT Agendas & Meeting Notes; Meeting Materials; Updated Project Schedule; Travel Expenses

TASK 2 Data Collection and Mapping

Task 2.1 Research Data/Assess Existing Conditions

- CONSULTANT will gather and review existing documents and data for preliminary research (e. g. right of way ownership, environmental conditions, corridor characteristics, etc.) and assess existing conditions of study corridor.
- CONSULTANT will research applicable safety, Americans with Disabilities Act (ADA) and legal requirements, and road standards, as applicable.
- CONSULTANT will consult with COUNTY about county regulations and requirements for facility development or improvement.

Task 2.2 Produce Aerial Maps

- CONSULTANT will perform data collection, then gather and refine mapping data to provide an aerial map to show key project features.
- CONSULTANT will use exhibits based on the aerial map for public community meetings.

Task	Deliverable
2.1	Existing Conditions Memorandum
2.2	Roadway Data; Corridor Strip Maps; AutoCAD maps to generate Project Exhibits for Public Community Meetings

TASK 3 Public Outreach

Task 3.1 Develop Stakeholder List/Prepare Outreach Materials

- CONSULTANT will develop a list of stakeholders for advertisement of three community meetings.

- CONSULTANT will prepare outreach materials (including press releases, English and Spanish flyers, posters) introducing the project and announcing the public community meetings and distribute to PDT, stakeholders, low-income and minority communities, and local media.

Task 3.2 Hold Community Meetings

- CONSULTANT shall arrange the first public meeting for informing the public of the project and to solicit opinions of local residents about the project.
- COUNTY will determine the venue for the event. Be there a fee for the venue, CONSULTANT will be asked to make payment and include the cost in subsequent billing.
- CONSULTANT will prepare one exhibit showing the general area around the project. A second exhibit will show the project area. A third will show details of the project, proposed alignment etc., with labeling suitable to a lay audience. These exhibits shall all be 24 inches by 36 inches and mounted on foam-core board.
- CONSULTANT will prepare handouts for attendees. One will be on 8½" x 11" paper with a description of the project on one side and a comment page on the other. The other handout will be the project area and project details exhibits on either side of an 11" x 17" sheet of paper.
- Depending on anticipated public response to the meeting, CONSULTANT will prepare a PowerPoint presentation and provide any needed equipment for its delivery to the audience.
- CONSULTANT will plan, organize, publicize, and hold the second community meeting to report progress and invite additional public input (See Task 5.2). Additionally plan, organize, publicize, and hold third community meeting to present draft feasibility report, and solicit public feedback (See Task 5).
- If needed, CONSULTANT will also provide a Spanish translator at community meetings.

Task	Deliverable
3.1	List of Stakeholders, Outreach Materials, Flyers, Posters, News Releases, Comment Cards, etc.
3.2	Three (3) Community Meetings, Agendas, & Meeting Notes; Attendance Sheets; PowerPoint Presentations; Travel Expenses

TASK 4 Preliminary Technical Studies and Cost Estimates

CONSULTANT will provide the following services:

Task 4.1 Preliminary Environmental Overview

- Identify environmental constraints (*identification only; no environmental work*).
- Gather geologic information.

Task 4.2 Preliminary Roadway Layouts

- Identify potential roadway alignments.
- Develop preliminary roadway layouts.

Task 4.3 Preliminary Cost Estimates

- Develop preliminary (conceptual) cost estimates for identified roadway alignments including design, environmental analysis, permitting, ROW acquisition (if required), and construction.

Task	Deliverable
4.1	Preliminary Environmental Overview Report; Geologic and Soils Report
4.2	Alignments Map; Roadway Layouts Map
4.3	Preliminary Cost Estimates

TASK 5 **Alternatives Analysis and Presentations**

Task 5.1 Alternatives Analysis

The Greater Ukiah Area Micro-simulation Model (GUAMM) was prepared for the Mendocino County of Governments and is designed to work closely with the MCOG travel demand model (TDM). The GUAMM and MCOG TDM are built on a shared geographic information system (GIS) platform. TransModeler, in which the GUAMM has been developed, and TransCAD, in which the MCOG TDM is built, share the same database platform and the same data structures and file formats.

CONSULTANT is expected to be proficient with GUAMM software - report is available on MCDOT Web Page.

- CONSULTANT will review and update the existing GUAMM to bring the Micro-simulation model up to date with current status of the Network. This includes updating GUAMM to the most recent version of the program (version 5.0) and any updates to the input data from the last release in 2015.
- CONSULTANT will perform Dynamic Traffic Assignment (DTA), a technique for determining route choices between origins and destinations based on expected congestion patterns, in the base year AM and PM scenarios and confirm the model's goodness of fit with the original, or newer, data.

- CONSULTANT will document the design forecast year, level of service (in terms of queue length and delay), and obtain concurrence / approval of the model's representation of existing traffic conditions at the intersections and intersections to be studied. Prepare model networks representing the roadway geometrics and signal timing changes, if any, for each alternative.
- CONSULTANT will develop ranking criteria for evaluation of alignments to then analyze and rank identified roadway alignments and roadway layouts. Must include provisions for non-motorized vehicles.
- CONSULTANT will utilize GUAMM to test top-ranked alignment scenarios (*in coordination with Caltrans modeling staff*). Based on rankings and GUAMM test results, develop ranked list of roadway alignments.

Task 5.2 Presentation of Alternatives

- CONSULTANT will present alignment alternatives to PDT for review.
- Once approved, CONSULTANT will develop presentation materials and exhibits to present alignment alternatives for the second community meeting (*See Task 3.2*). Includes travel expenses.

Task	Deliverable
5.1	Ranking Criteria; Alignments Analysis Report; Alignments Ranking Exhibit; GUAMM Scenario Results; Ranked List of Alignments
5.2	PDT Agenda & Meeting Notes; Presentation Materials & Exhibits; Travel Expenses

TASK 6 **Draft and Final Feasibility Report**

Task 6.1 Prepare Draft Report

- CONSULTANT will prepare Draft Feasibility Study which will:
 - Include an analysis of existing conditions
 - Include a summary of predominant concerns and issues
 - Document public outreach process and summarize community input
 - Include alignment alternatives
 - Include alignment rankings
 - Include provisions for non-motorized facilities
 - Include traffic projections
 - Include GUAMM test results
 - Provide preliminary cost estimates
 - Provide conceptual plans for recommended alignment
 - Evaluate feasibility of constructing recommended alignment
 - Identify potential funding sources for recommended improvements
 - Support "complete streets" and "livable communities" concepts

- Include funding strategy, include potential funding sources
- Include project implementation/next steps

Task 6.2 Present Draft Report

- CONSULTANT will present Draft Report to PDT for feedback (7 copies; plus 2 CDs).
- Additionally, CONSULTANT will present Draft Report to public at third community meeting (See Task 3.2). Includes travel expenses

Task 6.3 Prepare Final Report

- CONSULTANT will prepare Final Report, incorporating PDT and public comment, as appropriate (20 copies; plus 2 CDs).

Task 6.4 Present Final Report

- CONSULTANT will present Final Report (PowerPoint Presentation) at public meeting of Mendocino County Board of Supervisors. Includes travel expenses.

Task	Deliverable
6.1	Draft Report (7 copies; 2 CDs)
6.2	PDT Agenda & Meeting Notes; Travel Expenses
6.3	Final Report (20 copies; 2 CDs)
6.4	PowerPoint Presentation at Board of Supervisors meeting; Travel Expenses

TASK 7 **Project Implementation – Next Steps**

Task 7.1 Hold MCDOT Staff Implementation Workshop

- MCDOT will hold a staff workshop to discuss and develop implementation strategies, schedules and next steps.

Task 7.2 Identify Potential Funding Sources

- MCDOT staff will research and identify potential funding sources and grant opportunities, and assign staff responsibilities to implement recommendations in the final Orchard Avenue Extension Feasibility Study report.

TASK 8 **Project Administration**

Task 8.1 Project Manager/Quarterly Reports

- MCDOT will act as project manager, and will monitor ongoing progress of project and provide required quarterly reports to Caltrans. MCDOT will

oversee contractual agreements with Caltrans and the consultant, and will coordinate and participate with the PDT.

Task 8.2 Fiscal Manager

- MCDOT will act as fiscal manager for project, including providing invoicing and ensuring proper documentation of expenditures and timely use of funds.

[END OF DEFINITION OF SERVICES]

CONSULTANT AGREEMENT EXHIBIT B

PAYMENT TERMS

1. COUNTY shall pay CONSULTANT for all work required in the satisfactory completion of this Agreement in accordance with Consulting Services Cost Estimate.
2. CONSULTANT's statement of charges shall be submitted to COUNTY on a monthly basis.
3. Partial payments shall be made to CONSULTANT by COUNTY on a monthly basis in accordance with applicable charges for time-and-expense work that may be authorized by the COUNTY. In no event shall the amount paid to CONSULTANT exceed the contract amount without prior written approval of COUNTY.
4. Payments for work completed by CONSULTANT will be made by COUNTY within 30 days of receipt of CONSULTANT's invoice.
5. CONSULTANT agrees that the cost principles and procedures of Title 48, Part 31, Code of Federal Regulations, shall be used to determine the allowability of individual items of cost.
6. CONSULTANT agrees to adhere to the following Invoicing Procedure:
 - CONSULTANT will prepare periodic invoices providing a summary of CONSULTANT's work, including covered dates of service, and copies of invoices from any subCONSULTANTS.
 - Invoices shall be consistent with the Local Assistance Procedures Manual, Chapter 10, Section 10.8 under "Invoicing (or Progress Payments)".
 - CONSULTANT must have paid all costs included on an invoice before seeking reimbursement from COUNTY. Prepayments are not allowed.
 - The complete chain of charges through subCONSULTANT levels must follow through to the invoice to COUNTY.
 - Restaurant charges etc. shall be itemized. Invoices with just a total will be rejected.
 - COUNTY uses the Caltrans Consultant/Contractor Travel Policy for reimbursements for travel expenses.
 - If an expense report is used, values on the report must match the receipts and on up the line. Items on a receipt not listed for reimbursement must be crossed out and initialed by the consultant seeking the reimbursement and the new total noted.
 - All charges accumulated within COUNTY's fiscal year, 1 July through 30 June, not previously invoiced, shall be invoiced, and received by COUNTY, by the second Friday of July.
 - Sample invoice on the following page.
 - Cover letters, project updates etc. may be included with the invoice but not stapled to it.

SAMPLE INVOICE

(Provide a header with CONSULTANT's name, address and telephone number)

INVOICE

County of Mendocino
Department of Transportation
340 Lake Mendocino Dr
Ukiah, CA 95482

Invoice No.: 123

Date: 17 December 2015

Consultant Contract No.: C2F23

Attn: Nicolas Janopoporopulous

MCDOT Contract No.: 123456

MCDOT Project No.: BXXXX

S Fork Ten Mile Ck Bridge Replacement on Camp One
Ten Mile Rd

Services Period: 1Apr15-30Apr15

Services Performed:

Consultant Charges

Staff classification	Name	Hours	Unit Rate	Total
Project Manager	John Jones	1.00	\$25.65	\$25.65
Senior Engineer	etc.	1.87	\$15.65	\$29.27
Biologist				
Direct Cost Subtotal				\$54.92
Indirect Cost Rate				103.57% <u>\$56.88</u>
Direct and Indirect Costs Subtotal				\$111.80
Fixed Fee				<u>\$18.29</u>
				\$130.09

Reimbursables

Mileage	\$0.64
Shipping	<u>\$17.51</u>
Reimbursables Subtotal	\$18.15

(Your firm name) Invoice Total \$148.24

Subconsultant Charges

Subconsultant 1, Invoice 1	\$1,250.00
Subconsultant 1, Invoice 2	\$500.00
Subconsultant 2	\$250.00

Total Due This Invoice \$2,148.24

Billing Status

Contract Amount	Previously Invoiced	Amount of This Invoice	Invoiced to Date	Amount Remaining	Per Cent Invoiced
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Signed: _____
Name

**2016 Hourly Rate Schedule
Actual Cost-Plus-Fixed Fee**

Consultant : Drake Haglan & Associates Date: 10/28/2015
Contract No.: 170008

Fringe Benefit %	Overhead %	General Administration %	Combined Indirect Cost Rate (ICR) %
52.67%	90.95%	0.00%	143.62%

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate
Principal Engineer	Craig Drake		\$ 101.55
Principal Engineer	Howard Zabell		\$ 90.50
Principal Engineer	Kevin Ross		\$ 92.00
Principal Engineer	Dennis Haglan		\$ 107.00
Principal Engineer	Mathew Satow		\$ 94.50
Principal Engineer	Michael Pugh		\$ 87.50
Environmental Services Manager	Jennifer Hildebrandt		\$ 48.50
Sr. Engineer Range A	Levi Kennibrew		\$ 50.00
Sr. Engineer Range B	Stacey Alliguié		\$ 58.80
Sr. Engineer Range B	Jeffrey Elmsdorp		\$ 61.80
Sr. Engineer Range C	Anthony Dubovik II		\$ 67.00
Sr. Engineer Range C	Guowei Li		\$ 59.95
Sr. Engineer Range D	David Melis		\$ 70.25
Sr. Engineer Range D	Jose Silva		\$ 85.90
Sr. Engineer Range D	Brian Hansen		\$ 72.15
Sr. Engineer Range D	Derek Minnema		\$ 72.20
Engineer Range A	Amber Castle-Keane		\$ 42.25
Engineer Range A	Anthony Boyes		\$ 42.00
Engineer Range A	Rebecca Bautista		\$ 43.45
Engineer Range A	Thomas Mar		\$ 34.00
Engineer Range B	Jennifer Grant-Martinez		\$ 48.10
Engineer Range B	Mathew Burgard		\$ 53.25
Engineer Range B	Miguel Ramirez		\$ 50.40
Engineer Range C	tbd		\$ 53.83
Senior Designer	tbd		\$ 37.75
Assistant Engineer Range A	Ashley Satow		\$ 29.00
Assistant Engineer Range A	Lucanus Castagna		\$ 27.00
Assistant Engineer Range A	Jian Huang		\$ 27.00
Assistant Engineer Range B	Cirilo Sallican		\$ 39.90
Designer	Stephanie Morales		\$ 33.00
CAD Manager	Keith Dresbach		\$ 46.20
CAD Draftsperson, Senior	tbd		\$ 42.00
CAD Draftsperson	Alan Hyde		\$ 25.00
CAD Draftsperson	Eduardo Cisneros		\$ 34.00
Administration	Theresa Bautista		\$ 35.00
Administrative Assistant	Rosina Florez		\$ 19.00
Admin Manager/Office Manager	Karen Drebert		\$ 44.30
Environmental Planner, Senior	tbd		\$ 45.33
Environmental Planner/Biologist	Leslie Haglan		\$ 33.00
Environmental Planner/Biologist	Lindsay Tisch		\$ 34.65
Environmental Assitant	tbd		\$ 21.00
Resident Engineer	Robert Shackelford		\$ 87.00
Structures Representative	tbd		\$ 87.25
Construction Inspector, Senior*	tbd		\$ 67.50
Construction Inspector*	tbd		\$ 58.00
Intern	Thanak Prom		\$ 14.00
Intern	Kyle Lundblom		\$ 14.00

[END OF PAYMENT TERMS]

CONSULTANT AGREEMENT EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Consultant's indemnity obligations under Paragraph 2 of this Agreement.

CONSULTANT shall furnish to COUNTY certificates of insurance with Automobile Liability/General Liability Endorsements evidencing at a minimum the following:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

[END OF INSURANCE REQUIREMENTS]

CONSULTANT AGREEMENT EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please contact Margaret Yates yatesm@mendocinocounty.org or 707-234-6869.

Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general_-vanity_-sg01vn000r_epayablesvendors_-na