

**AGENDA**

**STANISLAUS COUNTY REDEVELOPMENT AGENCY**

**1010 10TH STREET, BASEMENT LEVEL, MODESTO**

**FEBRUARY 26, 2008**

**9:15 A.M.**

- I. CALL TO ORDER**
- II. CONSENT CALENDAR (Those items marked with an \*)**
- III. APPROVAL OF MINUTES**
  - \*A. Minutes of December 11, 2007.
- IV. CORRESPONDENCE**
  - A. None.
- V. PUBLIC HEARINGS**
  - A. None.
- VI. AGENDA ITEMS**
  - \*A. Approval of Contract Agreement with Nolte Associates, Inc., to provide Construction Management Services for the Keyes Improvement Project (Storm Drain) and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency.
- VII. PUBLIC FORUM**
- VIII. ADJOURNMENT**

## MINUTES

### STANISLAUS COUNTY REDEVELOPMENT AGENCY

DECEMBER 11, 2007

The Stanislaus County Redevelopment Agency met in the Joint Chambers at 10th Street Place, Basement Level, 1010 10<sup>th</sup> Street, Modesto, California.

#### I. CALL TO ORDER

The meeting was called to order at 9:21 a.m.

Members present: William O'Brien, Jim DeMartini, Jeff Grover, and Dick Monteith.

Members absent: Tom Mayfield

Staff present: Ron Freitas, Executive Director  
Nancy Brown, Deputy Director

#### II. CONSENT CALENDAR (\*)

Upon motion by Agency members Grover/DeMartini, Agency unanimously approved the Consent Calendar.

#### III. APPROVAL OF MINUTES

\*A. Upon motion by Agency members Grover/DeMartini, the Agency approved the minutes of August 28, 2007.

#### IV. CORRESPONDENCE

A. None

#### V. PUBLIC HEARINGS

A. None.

#### VI. AGENDA ITEMS

\*A. Upon motion by Agency members Grover/Mayfield, the Agency authorized the expenditure of \$60,000 of Housing Set-Aside funds for the purchase of one (1) single-family residential lot in the Airport Neighborhood Redevelopment sub-area.

B. Upon motion by Agency members DeMartini/Grover the Agency accepted the FY 2006-07 Financial Report including the Annual Audit of the Stanislaus County Redevelopment Agency Activities Report; and, authorized the submittal to the Board of Supervisors.

**VII. PUBLIC FORUM**

A. No persons spoke.

**VIII. ADJOURNMENT**

The meeting adjourned at 9:24 a.m



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Ron E. Freitas  
Executive Director

SITTING AS THE REDEVELOPMENT AGENCY  
THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Redevelopment Agency

BOARD AGENDA # 9:15 a.m. VI-A

Urgent

Routine

AGENDA DATE February 26, 2008

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of Contract Agreement with Nolte Associates, Inc., to Provide Construction Management Services for the Keyes Improvement Project (Storm Drain) and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency

STAFF RECOMMENDATIONS:

1. Approve the Agreement with Nolte Associates, Inc. to provide Construction Management for the Keyes Storm Drain Improvement Project in the amount of \$1,927,160.00; and
2. Authorize the Executive Director to sign and negotiate on behalf of the Agency.

FISCAL IMPACT:

The Agency issued \$15,615,000 in bonded indebtedness to assist in the finance associated with the delivery and construction of the Keyes Improvement Project (Storm Drain). With prior years carryover reserved from annual allocations to the Agency, this is a budgeted activity and there are funds available.

BOARD ACTION AS FOLLOWS:

No. 2008-130

On motion of Supervisor O'Brien, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini, and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Contract Agreement with Nolte Associates, Inc. to provide Construction Management Services for the Keyes Improvement Project (Storm Drain) and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency.  
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## **DISCUSSION:**

### Introduction

The Agency identified the Keyes Improvement Project (Keyes Storm Drain Project) for construction in its 2005-2009 Implementation Plan. Steps to fund both the design and the construction of the project were completed in FY 2005/2006. In 2007 a Continuous Deflective Separator (CDS) Storm Water Treatment Unit (SWTU) was installed in accordance with the California Environmental Protection Agency, State Water Resources Control Board (SWRCB). The Keyes Storm Drain Project consists of the excavation of a new storm water detention basin, improvements to the existing detention basin, including a pump station, construction of a storm drain collection and filtration system, and installation of full width street improvements with curb and gutters. The project will involve installation or improvements of more than six miles of streets and pipelines in Keyes. The overall project is estimated to cost \$21 million.

### Environmental Review

As required by the California Environmental Quality Act (CEQA), the Redevelopment Agency is the designated "Lead Agency" for the proposed project and will be responsible for its requisite environmental review. Section 21067 of CEQA defines a Lead Agency as the public agency that has the principal responsibility for carrying out or approving a project that may have a significant effect on the environment.

As part of the project's environmental review, Agency staff has prepared and is currently circulating an Initial Study and a Notice of Preparation (NOP) for 30-day review to ascertain the scope and extent of the project's potential impacts and any required mitigation that will be effective in reducing or eliminating the level of impact. Construction is tentatively scheduled for late Spring. This project has remained on schedule and within the allocated budget.

### Proposal Selection

The Agency, in conjunction with the Department of Public Works, determined that highly qualified professional assistance will greatly benefit the overall delivery of this project during the final stages of the preparation of the bid documents, as well as during the construction phase. A project of this magnitude and complexity requires a group of specialized professionals dedicated solely to oversee the day-to-day operations during the construction phase and to analyze ways to reduce cost and potential claims as the construction moves forward, which is crucial to not exceed the current level of funding appropriated for this project. The Agency, in its preliminary budgetary assessment for this project included the cost associated to bring such a team of professionals, to oversee the constructability review during the final preparation of the bid documents, the public outreach program necessary to handle the community concerns, the technical quality control and testing of the materials mandated by the industry and the overall day-to-day construction management staff required on-site to closely monitor the contractor.

Approval of Contract Agreement with Nolte Associates, Inc. to provide Construction Management Services for the Keyes Improvement Project (Storm Drain) and Authorize the Executive Director to Sign and Negotiate on Behalf of the Agency.  
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On October 31, 2007, the Department of Public Works released a Request for Proposals for consultants to provide Construction Management Oversight. Six (6) proposals were received and reviewed, and the selection committee invited three (3) consultants to participate in the interview phase. The Project Selection Committee consisting of Agency staff and County Public Works staff and is recommending Nolte Associates, Inc., as the Construction Management firm to oversee the Keyes' project.

Of the firms that were reviewed, Nolte Associates, Inc. demonstrated a high ability and capacity to efficiently deliver the proposed construction management services for the project. In addition Nolte has staff that is local to the area who will be dedicated to the project. The firm has experience with projects of similar magnitude and has completed them within budget and on schedule. By contracting with a construction management firm, the Agency will be better able to evaluate costs, plans and specifications to minimize contractor change orders.

#### Scope of Work

Nolte's Construction management staff will provide services as an extension of Agency staff. Agency staff will monitor and coordinate in conjunction with the County Public Works Projects Coordinator the proposed services. Attachment 1 is a complete description of the Approach and Services that Nolte Associates, Inc. submitted as part of their proposal. The following is an outline of the proposed services:

#### Phase I- Pre- Construction Services

- Review Project Documents
- Establish Project Procedures
- Kick-off Meeting
- Pre- Construction Conference

#### Phase II- Construction Management Services during Construction

- Project Coordination and Correspondence
- Schedule Management, Progress Meetings, and Reports
- Monthly Payment Review
- Submittals Management
- Requests for Information (RFIs)
- Change Orders and Claims
- Construction Observations/Inspection Services
- Quality Assurance Testing
- Labor Compliance
- Construction Staking
- Public Outreach
- Electrical Support and Inspection

#### Phase II, Task 3 - Post Construction Services

- Perform Final Inspection
- Receive Record Drawings
- Prepare Final Payment Request
- Additional Tasks (as required)

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The estimated costs associated for the delivery of the proposal by Nolte is \$1,927,160.00 (\$67,512.00 Phase I + \$1,859,648.00 Phase II). See Attachment 1, Exhibit B for the Scope of Work.

The proposed services includes management of the construction of additional district infrastructure improvements that the Keyes Community Services District and the Agency have partnered to complete within the project area.

The additional work consists of water and sewer line repair and relocations within the Keyes Community Service District, and will be included as an added alternative to the bid package for the Project. The District has proposed to pay for the cost of construction and all related labor for the additional work to the overall project plus 2% for construction management for an estimated total of \$879,200.00. This agreement became effective June 26, 2007.

The estimated costs associated for the delivery of the proposed additional work in the amount of \$879,200.00 (\$785,000.00 contract + \$78,500.00 contingency + \$15,700.00 for construction management) will be paid to the Agency by the District.

If the Agency approves the Construction Management agreement, Nolte will provide an updated scope of work for review and approval prior to release of the bids for the construction phase.

**POLICY ISSUES:**

The project described supports the Board of Supervisors priority of a well-planned infrastructure and efficient delivery of services and is consistent with the Redevelopment Implementation Plan, the Stanislaus County General Plan, and the Stanislaus County Capital Improvements Plan.

**STAFFING IMPACT:**

None.

**ATTACHMENTS:**

1. Nolte Associates, Inc. Professional Design Services Agreement for Construction Management

**STANISLAUS COUNTY REDEVELOPMENT AGENCY  
PROFESSIONAL DESIGN SERVICES AGREEMENT  
For the  
Nolte Associates, Inc.**

This Agreement is made and entered into by and between the Stanislaus County Redevelopment Agency, a political subdivision of the State of California, hereinafter referred to as "County RDA" and Nolte Associates, Inc., hereinafter referred to as "Consultant".

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

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County RDA's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County RDA's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

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

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless County RDA from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County RDA for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.



1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

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

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

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed \$1,927,160 Dollars.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Response unless the County RDA or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to County RDA's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County RDA's sole satisfaction. County RDA shall pay Consultant's invoice within forty-five (45) days from the date County RDA receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County RDA or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County RDA delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County RDA as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays nor lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the Stanislaus County Redevelopment Agency and continue for a period of twelve (12) months, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County RDA within ten (10) days of delivery of termination notice to Consultant, at no cost to County RDA. Any use of uncompleted documents without specific written authorization from Consultant shall be at County RDA's sole risk and without liability or legal expense to Consultant.

## 5.0 INSURANCE REQUIREMENTS

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverage's:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.1.1. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The Stanislaus County Redevelopment Agency and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with County RDA"
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to the Stanislaus County Redevelopment Agency."
- (c) Other insurance: "Any other insurance maintained by the Stanislaus County Redevelopment Agency shall be excess and not contributing with the insurance provided by this policy."

5.2. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County RDA. At the option of the County RDA, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County RDA guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County RDA, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

5.3. Certificates of Insurance: The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County RDA and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County RDA its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

5.4. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.5. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County RDA and County RDA's officers, officials and employees. Any insurance or self-insurance maintained by the County RDA or County RDA's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County RDA or its officers, officials and employees. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.6. Endorsements: Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County RDA. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County RDA of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

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

5.8. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

5.9. Certificates of Insurance: At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County RDA with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County RDA's sole and absolute discretion, approved by County RDA. County RDA reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County RDA 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 RDA employees, and the public, or damage to property, which arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County RDA, its agents, employees, and representatives.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6.3. Duty to Cooperate: Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

6.4. Patent Rights: Consultant shall defend, indemnify and hold harmless the County RDA from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County RDA of any articles or services supplied under this agreement.

## 7.0 GENERAL PROVISIONS

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

7.2. Representatives. The Executive Director of the Stanislaus County Redevelopment Agency, or his designee, shall be the representative of County RDA for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County RDA, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

7.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

**If to County RDA:**

Stanislaus County Public Works  
Attn: Charles T. Vasquez  
Project Manager  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354  
(209) 525-7561  
Fax: (209) 525-6525

**If to Consultant:**

Nolte Associates, Inc.  
Brad Riel, P.E.  
Project Manager  
2495 Natomas Park Drive, Fourth Floor  
Sacramento, CA 95833-2935  
(916) 641-9100  
Fax: (916) 641-9222

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

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

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

7.8. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County RDA. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

7.9. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County RDA. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County RDA. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County RDA and without liability or legal exposure to Consultant. County RDA shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County RDA's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to County RDA any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County RDA or its authorized representative, at no additional cost to the County RDA.

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

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

7.12. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

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

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

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

7.16. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

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



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

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

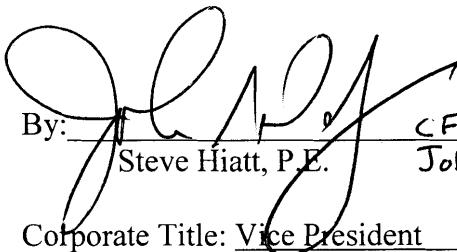
7.20. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

**COUNTY RDA OF STANISLAUS**

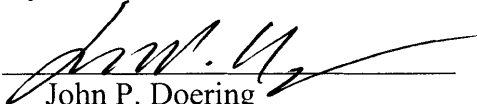
By:   
Ron E. Freitas, Executive Director  
Redevelopment Agency

**CONSULTANT**

By:   
Steve Hiatt, P.E. CFO for John A. Dalen Jr.  
Corporate Title: Vice President

APPROVED AS TO FORM:

Michael H. Krausnick  
County Counsel

By:   
John P. Doering  
Deputy County Counsel

**EXHIBIT A**

**STANISLAUS COUNTY REDEVELOPMENT AGENCY  
REQUEST FOR PROPOSAL**



**October 31, 2007**

**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE**  
Director

1010 Leath Street Place, Suite 3500 Modesto, CA 95354  
Phone: 209 525.6550

**COUNTY OF STANISLAUS  
REDEVELOPMENT AGENCY  
KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

**1. Project Description**

The Stanislaus County Redevelopment Agency (SCRA) is soliciting proposals to provide professional construction management, value engineering, inspection and quality assurance services for the Keyes Infrastructure Improvements Project. The project is within the community of Keyes, located in the southern portion of Stanislaus County. The project encompasses approximately 200 acres, considered to be the "original" town site, and is generally bounded by Highway 99 to the west, existing agricultural uses to the north of Anna Street, new development in the Bonita Ranch Subdivision to the east, and Nunes Road to the south, see map insert. The construction includes the installation of curb, gutter, handicap curb returns, new street section, a storm drain collection system and related facilities, a five-pump lift station, auxiliary power generator, expansion of existing basin and the excavation of a new basin.

It will be the responsibility of the Stanislaus County Department of Public Works, to oversee the Consultant's work effort on each order of work assigned. Special services not immediately available within the Consultant's firm should be subcontracted out as appropriate by the Consultant.

This project is scheduled to start construction in April 2008.

The project will require a licensed civil engineer in responsible charge of the inspection work to act in the capacity of a resident engineer (RE). Please note that this does not mandate that the RE is on-site full-time and may direct the work through inspectors. The project will require extensive coordination of construction activities to maintain access and minimize disruptions to affected residents and businesses.

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ADMINISTRATION/FAX: (209) 525-6507 \* TRANSIT & G.I.S./FAX: (209) 525-4332  
ENGINEERING/FAX: (209) 525-4188, (209) 525-4183 \* ROAD MAINTENANCE/FAX: (209) 525-4140

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## **2. Scope of Work**

Elements of the scope of work for this project include, but are not limited to the following:

### **Preconstruction Services:**

- Review project documents, including plans, specifications, and engineer's estimate, soils reports and other technical information.
- Provide Value Engineering, Design Reviews and Constructability Reviews.
- Establish project procedures, including administrative processes based on the specifics of the construction contract in accordance with Caltrans procedures.
- Kick-off Meeting with County staff and the project designers.
- Preconstruction meeting with County staff, Contractor and subcontractors.

### **Construction Management Services During Construction:**

- Project coordination and correspondence.
- Progress meetings.
- Document control in accordance with Caltrans procedures.
- Schedule Management of the construction contract in Critical Path Method.
- Statement of Working Days that will include a record of weather conditions, controlling operations and status of remaining working days.
- Monthly project status reporting.
- Monthly payment review.
- Submittals management.
- Requests for Information management.
- Change Orders and Claims.
- Construction observation and inspection services, including daily diaries.
- Quality Assurance Testing conforming to Chapter 8 of the State of California Construction Manual and Material Testing Manual for the following items, but not limited to: earthwork/trench backfill, aggregate base, asphalt concrete, Portland cement concrete.
- Labor Compliance services to include review of contractor and subcontractor certified payrolls.
- Construction staking management of requests.
- Office space will be provided by the Construction Contractor as part of their contract.

Post Construction Services:

- Perform final inspection, including preparation and management of a punch list.
- Receive record drawings and review as-built drawings.
- Prepare final payment request.

The project schedule is attached along with a preliminary design drawing.

If you are interested in submitting a proposal for professional construction management, value engineering, inspection and quality assurance services on this project, please deliver four signed copies of your proposal to the below address prior to **5:00 P.M. on Wednesday, November 21, 2007**. Your proposal will be evaluated at a minimum based upon the following criteria:

- Signed cover sheet of person with the authority to negotiate and contractually bind your firm statement.
- The body of the proposal shall not exceed twenty-five (25) pages, exclusive of any folders, cover or section dividers. Each page must be numbered.
- Proposed staffing for this project.
- Staff qualifications and current/projected workload.
- Proposed project schedule including all major milestones.
- List of services that you provide, including your approach to project delivery.
- Proposed fee proposals that breaks the project onto separate functional tasks and provides the associated fees that define the work to be done.

**Please submit your proposal to:**

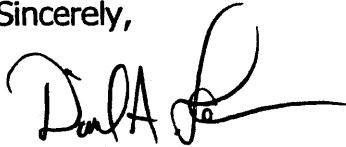
**RFP KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

David Leamon, P.E.  
Senior Civil Engineer  
Stanislaus County, Department of Public Works  
1010 10<sup>th</sup> Street, Suite 3500  
Modesto, CA 95354

We anticipate reviewing the proposals shortly after the closing date for receiving the proposals.

If you should have any questions regarding this item, please email Charles T. Vasquez at [vasquezc@stancounty.com](mailto:vasquezc@stancounty.com) or fax (209) 525-6525

Sincerely,

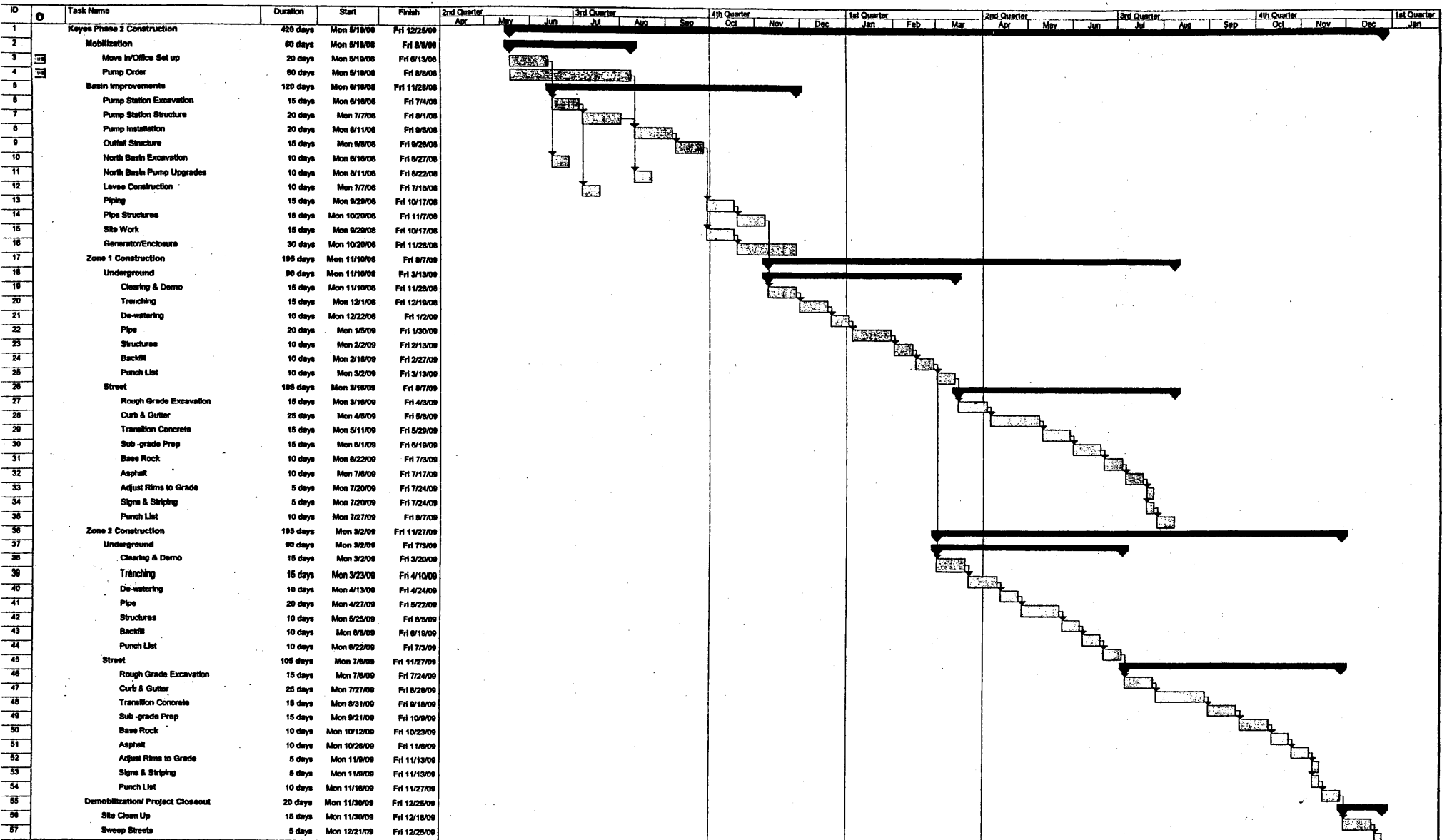
A handwritten signature in black ink, appearing to read 'D. Leamon', with a long horizontal flourish extending to the right.

David Leamon, P.E.  
Senior Civil Engineer

CV:lc  
G:/Vasquez/RFPs/RFP CM

**KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT  
CALENDAR OF EVENTS**

Release RFP for CM oversight	Oct 31, 2007
RFP due	Nov 21, 2007
Notification short list	Nov 28, 2007
Interviews	Dec 05, 2007
Award CM contract BOS approval	Dec 18, 2007
NTP	Jan 07, 2008
Value engineering due	Jan 18, 2008
Changes to plans due (Stantec)	Feb 01, 2008
BOS adopt plans and advertise	Feb 11, 2008
Advertisement	Feb 13 – March 12, 2008
Last day clarifications RFIs	March 12, 2008
Open bids	March 19, 2008
BOS award	April 01, 2008
NTP	April 28, 2008
NOC	March 2010



Project: 07-10-26 MSPProject (Keyes C) Date: Mon 10/29/07

Task Split Progress Milestone Summary Project Summary External Tasks External Milestone Deadline





**November 09, 2007**

**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE**  
Director

2010 Tenth Street Place, Suite 3500 Modesto, CA 95354  
Phone: 209.525.6350

**ADDENDUM #1**

**COUNTY OF STANISLAUS  
REDEVELOPMENT AGENCY  
KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT**

**REQUEST FOR PROPOSALS FOR  
CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES**

Dear Prospective Consultant;

The following additional information shall be included as part of your submittal.

A Public Outreach Program shall be part of your proposal and fee. The following are the minimum requirements, but not limited to:

- Organize Public relations Program
- Recognize interest and sensitivities of public – keep public well informed throughout construction.
- Establish a database of local key holders including property owners, businesses, residents, public and private groups, etc.
- Arrange for individual meetings with project team members (County Redevelopment, Public Works, Planning, Consultant Engineer, County Area Supervisor, CEO office representative) and "key" community individuals and/or groups prior to public meetings.
- Arrange for and conduct public meetings (three recommended); one to be held prior to commencement of construction; one about half-way during construction; and one at the end of construction. Some or all of these meeting might be in close coordination with the County's CEO office to serve as ribbon-cutting ceremony and closing ceremony.
- Publicize public meetings to area businesses and residents through personal contacts, press releases to media, newspaper ads, first class mail, and flyers.
- Mail newsletters during construction period to inform all interested parties of project progress and to let them know what to expect in the weeks/months ahead.

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ENGINEERING/FAX: (209) 525-4188, (209) 525-4183 \* ROAD MAINTENANCE/FAX: (209) 525-4140

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- Provide a toll-free hotline for information, comments, complains on issues that arise due to the construction conflict with the residents. Maintain a call-log and disseminate the callers need, to the proper project team members for a prompt response back to the caller.
- A website might be, upon the County's request, be implemented.

Enclosed please find:

1. Draft of the County's Master Agreement for Professional Services
2. Draft of the County's Project Specific Agreement

If the consultant has any changes to the above-mentioned documents and he/she will like to addresses, please let be known within the text of their cover letter of the proposal.

Enclosed also for your use are:

- Bid sheet quantities
- List of prospective consultants

Clarification: All Construction Inspections; Quality Assurance Testing; Materials Testing and Labor Compliance shall conform to Caltrans requirements.

If you should have any questions regarding this item, please email Charles T. Vasquez at [vasquezc@stancounty.com](mailto:vasquezc@stancounty.com) or fax (209) 525-6525

Sincerely,

*Electronic signature*

David Leamon, P.E.  
Senior Civil Engineer

CV:lc  
G:/Vasquez/RFPs/RFP CM addendum#1

# DRAFT

## MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This Master Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and \_\_\_\_\_ ("Consultant"), on \_\_\_\_\_, 2007 (the "Agreement").

### Introduction

WHEREAS, the County has a need for professional services involving numerous and different tasks and projects; and

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Consultant wish to execute one agreement that shall govern all professional services provided by the Consultant during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

### Terms and Conditions

#### 1. Scope of Work

1.1 The Consultant shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a separately approved scope of work for each project or task being provided by the Consultant, which scope of work, by this reference, is made a part hereof. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater

than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2 All documents, drawings and written work product prepared or produced by the Consultant under this Agreement, including without limitation electronic data files, are the property of the Consultant; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. The County shall defend, indemnify and hold harmless the Consultant and its officers, employees, agents, representatives, subcontractors and consultants from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, arising out of or resulting from the County's reuse of the documents and drawings prepared by the Consultant under this Agreement.

1.3 Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County.

## 2. Consideration

2.1 Unless otherwise provided in an approved scope of work for a project, the Consultant shall be compensated on a time and materials basis not to exceed a specified amount as provided in each scope of work for a project that is approved by

the parties.

2.2 Except as expressly provided in this Agreement or in an approved scope of work for a project, Consultant shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement, including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Consultant shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 Unless otherwise provided in a scope of work for a project approved by the parties, the Consultant shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. A separate statement shall be provided for each scope of work approved by the parties. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.4 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

### 3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved scope of work for a project shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 Payment for performance by the Consultant shall be dependent upon the availability of appropriations by the County Board of Supervisors for the purposes of this contract. No legal liability on the part of the County for any payment may arise under this agreement until funds are made available and until the Consultant has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the County loses funding for any reason, the County, in its sole discretion, shall have the option to either: (a) cause this Agreement to be canceled or

terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

3.4 The County may terminate this Agreement, or any an approved scope of work for a project, upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant as provided in Paragraph 2 herein, subject to any applicable setoffs.

3.5 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

#### 4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in any Scope of Service approved by the parties and made part of this Agreement must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

#### 5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved scope of work for a project, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant—not the County—has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

#### 6. Insurance

6.1 Consultant shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

**6.1.2 Professional Liability Insurance.** Professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

**6.1.3 Automobile Liability Insurance.** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

**6.1.4 Workers' Compensation Insurance.** Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Consultant certifies under section 1861 of the Labor Code that the Consultant is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Consultant will comply with such provisions before commencing the performance of the work of this Agreement.

**6.2** Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Consultant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Consultant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Consultant's defense and indemnification obligations as set forth in this Agreement.

**6.3** The Consultant shall obtain a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Consultant, including the insured's general supervision of the Consultant; (b) services, products and completed operations of the Consultant; (c) premises owned, occupied or used by the Consultant; and (d) automobiles owned, leased, hired or borrowed by the Consultant. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County its officers, officials and employees

for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Consultant.

6.4 The Consultant's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees.

6.6 The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Consultant shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

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

6.9 Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or



subcontractors.

## **7. Defense and Indemnification**

7.1 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Consultant or Consultant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a scope of work for a project approved by the parties:

(a) Consultant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Consultant or its subcontractors;

(b) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and

(c) At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Consultant.

## **8. Status of Consultant**

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance

of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in any Scope of Service approved by the Parties, Consultant has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any scope of work made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, Consultant hereby indemnifies and holds

County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Consultant shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved scope of work for a project. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Confidentiality

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

11. Nondiscrimination

During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Consultant and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

12. Assignment

This is an agreement for the services of Consultant. County has relied upon the

skills, knowledge, experience and training of Consultant and the Consultant's firm, associates and employees as an inducement to enter into this Agreement. Consultant shall not assign or subcontract this Agreement without the express written consent of County; provided, however, the work under this Agreement may be completed by a wholly owned subsidiary of the Consultant. Further, Consultant shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Consultant or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:                   County of Stanislaus  
                                  Redevelopment Agency  
                                  Attn: Ron Freitas, Director  
                                  1010 10<sup>th</sup> Street, Ste. 3500  
                                  Modesto CA 95354

To Consultant:

14. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Conflicts

Consultant agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation

the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

19. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

20. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

21. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day

and year first hereinabove written.

**COUNTY OF STANISLAUS**

**CONSULTANT'S NAME**

By: \_\_\_\_\_  
Ron Freitas  
Director Redevelopment Agency

By: \_\_\_\_\_  
Name  
Title

"County"

"Consultant"

**APPROVED AS TO FORM:**

Michael H. Krausnick  
County Counsel

By: \_\_\_\_\_  
John P. Doering  
Deputy County Counsel

# DRAFT

## A. Terms and Conditions

Except as hereinafter provided, the services provided by the Consultant under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Professional Services (the "Agreement") made and entered into by and between the County of Stanislaus ("County") and Consultant, ("Consultant"), on December 18, 2007.

## B. Scope of Work

The Consultant shall provide services under the agreement and this project for

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as set forth in the Consultant's proposal and scope of work dated \_\_\_\_\_, attached hereto and, by this reference, made a part hereof.

## C. Compensation

The Consultant shall be compensated for the services provided under this Agreement as follows:

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Consultant's proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this project and scope of work. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services:

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Consultant.
- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.

2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed \$\_\_\_\_\_, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant

to perform or to assist in the performance of its work under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Project Agreement on

COUNTY OF STANISLAUS

CONSULTANT

By: \_\_\_\_\_

Ron Freitas  
Director Redevelopment Agency

"County"

By: \_\_\_\_\_

"Consultant"

APPROVED AS TO FORM:

Michael H. Krausnick  
County Counsel

By: \_\_\_\_\_

John P. Doering  
Deputy County Counsel



**KEYES IMPROVEMENT PROJECT**  
**Phase 2**  
**Estimate of Probable Construction Costs**

Item	Description	Units	Quantity	Unit Price	Amount
1.	Project Mobilization	LS	1 @	= \$	-
2.	Construction Area Traffic Control Devices	LS	1 @	= \$	-
3.	General Clearing & Grubbing	LS	1 @	= \$	-
4.	Remove Concrete Curb & Gutter	LF	930 @	= \$	-
5.	Remove Concrete Sidewalk	SF	4,230 @	= \$	-
6.	Remove Concrete Valley Gutter	SF	200 @	= \$	-
7.	Remove Concrete Driveway	SF	2250 @	= \$	-
8.	Remove Catch Basin	EA	29 @	= \$	-
9.	Remove & Abandon Rockwell	EA	32 @	= \$	-
10.	Remove Area Drains	EA	23 @	= \$	-
11.	Remove Manhole	EA	4 @	= \$	-
12.	Remove & Abandon French Drain	LF	529 @	= \$	-
13.	Remove Storm Drain Pipe	LF	1,574 @	= \$	-
14.	Remove Tree	EA	49 @	= \$	-
15.	Remove Existing AC Pavement	SF	1,130,000 @	= \$	-
16.	Roadway Excavation	CY	59,400 @	= \$	-
17.	Remove Construction Fence (@ Basin)	LF	950 @	= \$	-
18.	Fence Relocation/Replacement	LF	100 @	= \$	-
19.	84" Storm Drain Pipe	LF	52 @	= \$	-
20.	60" Storm Drain Pipe	LF	2,130 @	= \$	-
21.	48" Storm Drain Pipe	LF	904 @	= \$	-
22.	42" Storm Drain Pipe	LF	3,043 @	= \$	-
23.	36" Storm Drain Pipe	LF	2,823 @	= \$	-
24.	30" Storm Drain Pipe	LF	3,048 @	= \$	-
25.	24" Storm Drain Pipe	LF	5,574 @	= \$	-
26.	18" Storm Drain Pipe	LF	9,678 @	= \$	-
27.	12" Storm Drain Pipe	LF	127 @	= \$	-
28.	18" DIP Storm Drain Pipe	LF	41 @	= \$	-
29.	18" CMP Galv. Flared End Culvert Outlet	EA	1 @	= \$	-
30.	1"-2" Crushed Rock (Mottsinger RD. Erosion Cor	CY	2 @	= \$	-
31.	108" Dia. Base Manhole	EA	1 @	= \$	-
32.	84" Dia. Base Manhole	EA	10 @	= \$	-

**KEYES IMPROVEMENT PROJECT**

11/7/2007

**Bid Quantities**

**Page 2 of 4**

Item	Description	Units	Quantity	Unit Price	Amount
33.	60" Dia. Base Manhole	EA	2 @	= \$	-
34.	48" Dia. Base Manhole	EA	93 @	= \$	-
35.	Connect to Existing Manhole	EA	5 @	= \$	-
36.	Type A GO Drainage Inlet	EA	79 @	= \$	-
37.	Type B GO Drainage Inlet	EA	17 @	= \$	-
38.	Type C OS Drainage Inlet	EA	32 @	= \$	-
39.	Catch Basin Alternate (Co.Plates 4-G5)	EA	3 @	= \$	-
40.	36" Area Drain Manhole	EA	6 @	= \$	-
41.	Connect to Existing Drainage Inlet	EA	14 @	= \$	-
42.	6" Vertical Curb	LF	61 @	= \$	-
43.	6" Vertical Curb & Gutter	LF	9,355 @	= \$	-
44.	4 1/2" Drive-Over Curb & Gutter	LF	43,904 @	= \$	-
45.	Concrete Valley Gutter	SF	20 @	= \$	-
46.	Return w/HC Ramps (incl C&G-S/W)	EA	110 @	= \$	-
47.	Mid-Block HC Ramp (incl C&G - S/W)	EA	5 @	= \$	-
48.	Concrete Sidewalk (Replacement)	SF	17,702 @	= \$	-
49.	Std. Concrete Driveway Approach	SF	1,436 @	= \$	-
50.	Concrete Alley Approach	SF	4400 @	= \$	-
51.	Pre-Cast Curb Stops	EA	4 @	= \$	-
52.	Asphalt Concrete (Type A)	TON	31,943 @	= \$	-
53.	Class 2 Aggregate Base	CY	18,960 @	= \$	-
54.	4" AC Dike (Type F)	LF	954 @	= \$	-
55.	Existing AC Grind & Overlay	SF	70,000 @	= \$	-
56.	Adjustment of Existing Utility Grates & Covers	EA	165 @	= \$	-
57.	Survey Monument Well	EA	80 @	= \$	-
58.	Concrete Driveway Transition	SF	1920 @	= \$	-
59.	2" AC/Native Driveway Transition	SF	6750 @	= \$	-
60.	Gravel/Crushed Rock Driveway Transition	YD	530 @	= \$	-
61.	Striping Detail 21 (single yellow strip)	LF	7800 @	= \$	-
62.	Striping Detail 24 (double yellow strip)	LF	10400 @	= \$	-
63.	Stop Bar & Legend	EA	91 @	= \$	-
64.	Stop Legend	EA	19 @	= \$	-
65.	Stop Ahead Legend	EA	19 @	= \$	-
66.	School Legend	EA	2 @	= \$	-

**KEYES IMPROVEMENT PROJECT**

**Bid Quantities**

**Page 3 of 4**

Job No. 122990.00.000

11/7/2007

Item	Description	Units	Quantity	Unit Price	Amount
67.	Slow School X'ing Ahead Legend	EA	2 @	= \$	-
68.	Pedestrian Crosswalk	LF	1700 @	= \$	-
69.	Turn Arrow (Type 4)	EA	1 @	= \$	-
70.	Parking Strip	LF	1800 @	= \$	-
71.	Detail 27b (median striping)	LF	640 @	= \$	-
72.	White Painted Median Curb (reflective panel)	LF	50 @	= \$	-
73.	Red Painted Curb ("Fire Hydrant No Parking")	LF	1380 @	= \$	-
74.	Roadside Sign W17 (Stop Ahead)	EA	4 @	= \$	-
75.	Roadside Sign R1 (Stop)	EA	3 @	= \$	-
76.	Roadside Sign W53A (No Outlet)	EA	1 @	= \$	-
77.	Roadside Sign W31 (Gate-Yellow Reflective)	EA	1 @	= \$	-
78.	Basin Excavation (Approx. 19000 CY)	LS	1 @	= \$	-
79.	Basin Primeter Berm (Appox. 6000 CY)	LS	1 @	= \$	-
80.	4"x5' Deep Conc. Rodent Barrier	LF	2800 @	= \$	-
81.	Dewatering	LS	1 @	= \$	-
82.	Pump Station Excavation/Shoring	LS	1 @	= \$	-
83.	Gouted Rock Riprap Bed	SF	1320 @	= \$	-
84.	90 HP Pump (Flgylt CP 3501/745)	EA	5 @	= \$	-
85.	3 HP Sump Pump (Flgylt - CP 3085/092 MT)	EA	2 @	= \$	-
86.	20" Ductile Iron 90 Deg Elbow	EA	5 @	= \$	-
87.	20" Ductile Iron 22 1/2 Deg Bend	EA	5 @	= \$	-
88.	30" x 20" Ductile Iron Reducer	EA	5 @	= \$	-
89.	20" Ductile Iron Pipe	LF	150 @	= \$	-
90.	30" Ductile Iron Pipe	LF	150 @	= \$	-
91.	20" Swing Check Valve	EA	5 @	= \$	-
92.	20" x 8" Tee	EA	5 @	= \$	-
93.	4" Ductile Iron Pipe	LF	80 @	= \$	-
94.	6" Ductile Iron Pipe	LF	100 @	= \$	-
95.	4" Swing Check Valve	EA	2 @	= \$	-
96.	4" Plug Valve	EA	2 @	= \$	-
97.	6" X 4" Ductile Iron Reducer	EA	2 @	= \$	-
98.	4" Ductile Iron 90 Deg Elbow	EA	2 @	= \$	-
99.	6" Ductile Iron 11 1/4 Deg Bend	EA	4 @	= \$	-

**KEYES IMPROVEMENT PROJECT**

Job No. 122990.00.000

**Bid Quantities**

11/7/2007

**Page 4 of 4**

Item Description	Units	Quantity	Unit Price	Amount
100. Accessories (Cover, Guide Bar, Chain & Lift Cable)	EA	5 @	= \$	-
101. 8" Air/Vacuum Valve	EA	5 @	= \$	-
102. Pump Station Vault w/Grate & Trash Rack	LS	1 @	= \$	-
103. 4'x8' Bubble-up Structure w/Grate	EA	2 @	= \$	-
104. 8'x12' Valve Box w/Hatch (2)	EA	2 @	= \$	-
105. 5.5'x8' Valve Box w/Hatch	LS	1 @	= \$	-
106. 36" Dia. Valve Box w/Hatch	EA	1 @	= \$	-
107. Stilling Well	LS	1 @	= \$	-
108. Generator Wall Enclosure	LS	1 @	= \$	-
109. Generator	LS	1 @	= \$	-
110. Yard Hydrant	EA	1 @	= \$	-
111. Chain Link Fencing (Pump Station Enclosure)	LF	300 @	= \$	-
112. Conduit & Wiring Systems	LS	1 @	= \$	-
113. Disconnect Switches & Control Boxes	LS	1 @	= \$	-
114. Motor Control Center	LS	1 @	= \$	-
115. Programming for PLC & Control Devices	LS	1 @	= \$	-
116. Transformer Pad & Bullards	LS	1 @	= \$	-
117. Start-up and Testing	LS	1 @	= \$	-
118. Existing Pump Station Upgrade (20HP Motors)	LS	1 @	= \$	-
119. Starters Upgrades For Existing Pump Station	LS	1 @	= \$	-
120. Landscaping & Irrigation Retrofit	LS	1 @	= \$	-
121. Rodent Barrier (J-Drain option)	SF	100000 @	= \$	-
121. SWPPP & BMP's	LS	1 @	= \$	-

<b>Estimated Construction Total</b>	<b>\$ 15,126,330.00</b>
<b>10% Contingency</b>	<b>\$ 1,512,633.00</b>
<b>Estimated Project Total</b>	<b>\$ 16,638,963.00</b>

**List of Prospective Consultants**

Boyle Engineering Corp

CH2MHill

DMJM Harris

GDR Engineering, Inc.

Harris & Associates

Iomlan Construction Services

Nolte Associates

Parsons Brinckerhoff Quade

Quincy Engineering, Inc.

Siegfried Engineering, Inc.

TRS Consultants, Inc.

URS Corporation

**EXHIBIT B**

**CONSULTANT'S RESPONSE TO COUNTY REDEVELOPMENT AGENCY'S  
REQUEST FOR PROPOSAL**

**NOLTE ASSOCIATES, INC.**  
**SCOPE OF WORK**

**Phase I and Phase II**

## APPROACH & SERVICES

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Nolte will provide a licensed Resident Engineer and an Inspector for the duration of the contract with additional inspectors during peak periods. Nolte will also provide administrative support and quality assurance testing so that the County has a full service construction management team.

The following sections address the scope of work that Nolte will provide on your Keyes Infrastructure Improvements Project. Major task headings presented below are based upon those presented in the RFP and then later discussed at our meeting with the County in December 2007. In accordance with the County's request, services will be provided in two Phases. Phase I will be Preconstruction Services (Task 1) and Phase II (Tasks 2 and 3) will be services provided during, or immediately following, construction.

Nolte understands Phase I, Task 1 will be Preconstruction services that will occur primarily over an approximate one month timeframe prior to advertisement for bids. During that timeframe, the Nolte Construction Management (CM) Staff will function as an extension of County Staff on work related to reviewing project plans for constructability and value engineering and then coordinating those comments with the County and the County's Design Consultant. County Staff and Design Consultant will provide all support services during bid and award.

Phase II, Task 2 will be comprised of Construction Management services performed during the construction period. In accordance with our meeting with the County in December, it is understood that this Phase will also include contract administration services associated with new water and sewer lines to be installed for the local Community Services District (CSD) and within the Keyes Infrastructure Improvements Project limits. It is understood that construction inspection and documentation of these utilities will be performed by others.

Phase II, Task 3 will include post construction management services and is expected to require an additional month beyond the construction phase to finalize the project.

Should additional services be requested by the County, these will be identified and referred to as Task 4.

It is anticipated that the duration of Phase II project construction will be between 18 and 20 months. However, the actual contract time has not yet been determined.

Nolte understands that, under the construction contract, the contractor will provide the CM Team with specified office trailer space at the project site with all utility services including phone and communications lines. Office furniture (desks; tables; chairs etc.) will be provided by the County. Consumables/ office supplies, along with key office equipment, if not provided by the contractor, will be provided by Nolte and billed to the County as reimbursable miscellaneous expenditures.

### Phase 1, Task 1 – Preconstruction Services

#### Task 1.1 – Review Project Documents

During preconstruction services, Nolte Resident will continue to review the PS&E documents including contract plans, specifications, permits, and utility and property agreements. This review will allow us to become familiar with the design prior to the beginning of construction. Furthermore, will look for inclusion of key construction and contract administration specifications — such as contract payment requirements, lane closure hours, working days, and expected contractor submittal review times —which will be important to managing the contract.

#### Actions

- Review plans and specifications
- Review permits, utility agreements, and other contract related documents



## Biddability / Constructability / Value Engineering Review

Nolte will perform a biddability and constructability review of the 100-percent design completion plans, specifications, cost estimate, and schedule. Our review will look for ambiguities and conflicts, including inconsistencies between parts of the plans, specifications, and estimates. Particular items of focus will include:

- Ground water control and consideration of innovative methods of payment based on input from geotechnical sub-consultants and prior data from Phase 1 construction.
- SWPPP provisions and methods of payment.
- Traffic control requirements and restrictions.
- Street restoration requirements
- Review of schedule and recommendation contract time.
- Miscellaneous construction constraints.

Review comments will be categorized in the following three categories:

Class 1: Required Changes (legal or code problems)

Class 2: Recommended Changes

Class 3: Suggested Changes

Review comments will be prepared on modified RFI sheets in a format acceptable to the County, with a space for Designer response at the bottom. A computerized log by specifications section or drawings number will be prepared. The foregoing reviews will not substitute for each Designer's own quality control checking. The biddability and constructability reviews will not transfer any responsibility for completeness, accuracy, correctness or suitability of the design to Nolte.

### Actions

- Provide hard and electronic copies of biddability / constructability / value engineering review comments and computerized log.
- Participate in up to two design review meetings to discuss recommendations.

## Task 1.2 – Establish Project Procedures

In preparing to begin the construction of the project, Nolte staff will establish project procedures for the Keyes Infrastructure Improvements project. This manual will detail the administrative process to be used and will be based on specifics of this contract as well as procedures set forth in various manuals from the County, Nolte, and Caltrans. One of the many components of the project procedures is the establishment of our record keeping documentation, which will follow Caltrans procedures.

### Actions

- Prepare Nolte Construction Procedures Manual specific to the Keyes Infrastructure Improvements Project.

## Task 1.3 – Kick-off Meeting

### Actions

- Nolte will attend a meeting with the County and Stantec to discuss the design, schedule, and to coordinate responsibilities (including construction staking) of Stantec with the construction management team. If it is necessary we will also discuss any items for an addendum to the plans and specifications, prior to the construction bid date.

## Task 1.4 – Preconstruction Conference

### Actions

- Nolte will prepare for and hold a preconstruction conference with the construction contractor after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the contractor to ensure efficient startup and execution of the project.

- Prepare conference agenda.
- Lead conference and prepare and distribute minutes.

## Phase II, Task 2 – Construction Management Services during Construction

### Task 2.1 – Project Coordination and Correspondence

#### Interaction with County Staff, Designer, and Utilities

##### Actions

- Nolte will serve as the main contact for the County, Stantec, and other agencies. Team interaction with these agencies is a primary function of construction management services. To assist the project team in serving this role, our key personnel will utilize Nolte provided laptop computers, which can be networked to the County Project Manager, Stantec, Nolte's Manteca office, and appropriate agencies via the internet.

#### Document Control

##### Actions:

- Nolte will serve as the focal point responsible for the coordination of all required project documents.
- The County's Project Manager will be copied on all key correspondence.
- Maintain contract files in accordance with Caltrans and County requirements.
- Key document logs will be maintained and provided regularly to the County's Project Manager, either electronically or via hard copy.

### Task 2.2 – Schedule Management, Progress Meetings, and Reports

#### CPM Schedule Review

Nolte will review both the construction baseline schedule and schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the Logic Network and the activity input durations and precedents for reasonableness of the sequence and the duration of the activities.

##### Actions:

- Nolte will review both the construction baseline schedule and schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the Logic Network and the activity input durations and precedents for reasonableness of the sequence and the duration of the activities.

#### Weekly Statement of Working Days

Nolte will prepare a record of weather conditions, controlling operation (s), and the status of working days remaining on a weekly basis. A copy will be sent to the contractor to allow them an opportunity to dispute the statement.

##### Actions:

- Prepare weekly statements of working days.

#### Progress Meetings

Nolte will hold weekly progress meetings with the contractor and appropriate subcontractors, County Staff, and other key personnel to review construction progress. We will keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends.

Meetings will include reviewing the contractor's three-week look ahead schedule (including shutdown and tie-in work), submittals and RFI/design clarification status, potential change orders and change orders, delays and potential claims, construction problem resolution, interface/coordination with adjacent construction contracts, and public outreach issues.

**Actions:**

- Hold weekly progress meetings with the contractor and his subcontractors.
- Hold monthly meetings to specifically discuss scheduling will also be held to identify work completed and plan of activities for the coming month.
- Keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends.

### Project Reporting

**Actions:**

- Prepare a monthly status report and submit to the County Project Manager. The report will include progress to date, status of submittals and change orders, summary statement of working days, and monthly progress pay estimates.

### Task 2.3 – Monthly Payment Review

We will review applications for payment with the contractor and negotiate any differences between the amount requested and the engineer's estimate for work completed. Payments will be processed through the County Project Manager. The estimate will include a systematic determination of the quantities of work completed and their values.

**Actions:**

- Prepare a recommended monthly progress payment application.

### Task 2.4 – Submittals Management

Contract provisions identify specific items to be provided by the contractor which are subject to review. Nolte will establish a list of required submittals, including materials to be installed, and shop fabrication plans. When we receive submittals from the contractor, they will be stamped and logged in by date of receipt. Nolte will then review these submittals or forward them to Stantec as appropriate. It is understood that the Design Engineer, Stantec, will be the primary reviewer of submittals. Nolte will coordinate the reviews to ensure consistent and complete reviews.

**Actions:**

- Manage submittal distribution from Contractor.
- Create and update submittal logs.
- Review submittal status at weekly progress meetings.

### Task 2.5 – Requests for Information (RFIs)

Nolte will receive and log the Contractor Requests for Information (RFI) during construction. It is our understanding that the Design firm, Stantec, will be primary respondent to RFIs for this project. Nolte will log in and provide Stantec engineers with the RFIs both hard copy, and e-mail, as appropriate in order to minimize potential for project delays. The status of RFIs will be accounted for in our comprehensive RFI log. All clarifications are to be presented in writing by the contractor to Nolte. If necessary, we will conduct meetings with the contractor and other parties to discuss and resolve requests for information.

**Actions:**

- Manage RFI process.
- Create and update RFI logs.
- Review RFI status at weekly progress meetings.

## Task 2.6 – Change Orders and Claims

### Change Orders

Nolte will manage the change order process to protect the County against unwarranted contract change orders (CCO), and to help obtain a fair and reasonable price for those items determined to be bona fide extra-work items. The County's Project Manager will be an integral part of the CCO process and will advise Nolte's resident engineer as to approval authority for various dollar value levels of CCOs. Change order requests received from the Contractor will be logged. Nolte will request and log change order cost estimates, and will coordinate with the Design Consultant the preparation of any revised specifications and/or sketches needed to define the scope of the extra work. In each case, until a potential extra work item is confirmed and executed as a change order (or is dropped), it will be assigned a potential change order number to facilitate tracking and filing. In this manner, several potential change orders will subsequently be incorporated into a single contract change order.

Changes performed on a time-and-materials basis will be verified daily. A detailed change order cost estimate with which to compare and negotiate the contractor's cost quotation will be prepared. Nolte will then recommend acceptance or rejection of the terms of the change order to the County. If the change order is accepted, Nolte will prepare the document for signature. If there is disputed extra work, Nolte will work with the County, Design Consultant, and contractor until the item has been satisfactorily resolved. If it is not resolved, Nolte will then track the item as a potential claim.

#### Actions:

- Review, recommend, and process contract change orders.
- Track and quantify change order work for monthly progress payments.

### Claims Management

Nolte will take the lead in the resolution of any contract claims for this project during the construction contract period. We will keep current logs of Notice of Potential Claims and will prepare documents and supporting evidence regarding claims. Information on each individual Notice of Potential Claim is kept separately in the project files. Documentation and arguments are also assembled into a report and submitted to the County for their review and use. We will be available to provide additional claims resolution support if further action is required. Claims resolution work, if any, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

#### Actions:

- Identify and provide initial evaluation of potential claim issues.
- Provide initial recommendation to County merit and course of action.

## Task 2.7 – Construction Observation/Inspection Services

Nolte will provide full-time staff to provide inspection services to monitor the contractor's work for contract compliance during construction. The core staff will be a resident engineer, lead inspector, and project administrative assistant. Special inspectors (e.g., electrical), material testers, and additional support staff will be provided as needed. Water and sewer lines will be inspected and accepted by other agencies.

Through more extensive onsite observations of work in progress and field checks by the Resident Engineer and the construction management staff, Nolte Associates, Inc. shall endeavor to provide further protection for the County of Stanislaus against defects and deficiencies in the work of Contractor; but, the furnishing of such services will not make Nolte Associates, Inc. responsible for or give Nolte Associates, Inc. control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with Contract Documents.

Several forms of documentation and correspondence will be used during this project. We will use records, such as still photographs (in electronic format), to record existing conditions, major features, and construction progress. Daily diaries will be the core of project documentation.

**Actions:**

- Perform construction observations of the Contractor’s daily activities.
- Accept and/or reject work in accordance with project plans and specifications.
- Prepare daily diaries and reports documenting field activities, construction progress, and project related events.

**Task 2.8 – Quality Assurance Testing**

Nolte personnel and Kleinfelder, Inc., as a subconsultant, will provide material testing and quality control for the Keyes Infrastructure Improvements Project. Material testing and quality control shall conform to Chapter 8 of the Caltrans Construction Manual and Material Testing Manual.

Nolte and/or Kleinfelder will obtain samples which are furnished at the site by the contractor and record the date of receipt. Testing will be conducted in accordance with the requirements of the Caltrans Standard Specifications, and the Contract Special Provisions.

The detailed scope of services for Kleinfelder is attached to this document. The following table includes an itemized breakdown of the testing services to be provided.

<b>MATERIALS TESTING SERVICES</b>
Technician for compaction testing of subgrade, engineered fill, aggregate base, and trench backfill (estimate 30 days @ 8 hours, and 230 days @ 4 hours)
Technician for concrete placement observation and sampling (assume 12 visits @ 4 hours)
Concrete cylinders (assume 72 cylinders)
ASTM D-1577 compaction curves (estimate 6)
Cal 216 compaction curves (estimate 60)
Technician for asphalt concrete observation, sampling and/or testing (estimate 20 days @ 8 hours)
Soil laboratory conformance testing
Asphalt concrete laboratory testing
Mileage (292 site visits)
Provide project supervision, consultation, and reports

**Actions:**

- Nolte will coordinate all materials testing.
- Kleinfelder shall perform all sampling, testing and reporting.

## Task 2.9 – Labor Compliance

**Actions:**

- Nolte will receive and maintain a log of certified payrolls from the prime contractor and its sub-contractors.
- Inspector reports will be periodically spot-checked and compared with the certified payrolls and the hours worked by the contractor for accuracy.
- Periodic spot-check labor interviews with contractor employees will be performed by Nolte. Hourly rates (including overtime) will be verified by using the State of California, Department of Industrial Relations prevailing wage rates.
- Nolte will notify the prime contractor when discrepancies occur in the certified payrolls in relation to the hours worked or pay rates.

## Task 2.10 – Construction Staking

Stantec will provide all construction staking services under separate contract to the County. Nolte will process and log the contractor’s staking requests. We will also coordinate with Stantec’ survey staff to see that all construction staking is timely and complete.

**Actions:**

- Review construction staking requests and submit to Stantec.
- Maintain construction staking log.

## Task 2.11 – Public Outreach

Judith Buethe Public Relations will provide a comprehensive public outreach program to involve property owners, residents, community groups, and other interested parties in the project. The objective is to achieve consensus — or alternatively, acceptance — between affected/interested parties and the County, while informing them of the project progress and upcoming operations. Judith Buethe has Spanish speaking personnel on her staff that will be available as needed to communicate with the public via the project hotline and at public activities.

Below is a list of specific tasks included in the scope:

<b>PUBLIC OUTREACH SERVICES</b>
Establish and maintain coded database
Public meetings (3)
Groundbreaking and ribbon-cutting ceremonies
Project Hotlines and log
Newsletters (2) – To be input on the County Website
Project team and construction meetings
Monthly progress reports/administration
Plan and report of public outreach activities

## Task 2.12 – Electrical Support and Inspection

- Electrical Engineering and Testing Services (EETS) will support Nolte with preconstruction review and construction inspection services on the electrical components of the pump station. The detailed scope of services for EETS is attached to this document.

## Phase II, Task 3 – Post Construction Services

### Task 3.1 – Perform Final Inspection

Items to be corrected or furnished by the contractor before project acceptance will be put in the form of a punch list as the work nears completion. Nolte's Resident Engineer/Inspector will conduct a final inspection with representatives of the County, Contractor, and appropriate agencies before acceptance of the project.

#### Actions:

- Develop final project punch list with County staff for project acceptance.
- Following completion of punch list items, prepare recommendation to County for final project acceptance.

### Task 3.2 – Receive Record Drawings

Deviations from the design drawings during construction will be noted as they occur on a set of 'As Built' drawings kept by the Contractor. Nolte will review the individual marked up 'As Built' plans as provided by the Contractor and compile these drawings. These revisions will be documented on one marked up copy of the project plans.

#### Actions:

- Review Contractor 'As-Builts' for completeness.
- Submit completed 'As-Builts' to County for Designer's preparation of Record Drawings.

### Task 3.3 – Prepare Final Payment Request

After project acceptance, Nolte will prepare a proposed final estimate (PFE) to allow the contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the contractor to attempt to agree on final payment for all contract items and change orders. If the contractor still objects to the PFE, we will assist the County in negotiating final settlement with the contractor and process the final estimate.

#### Actions:

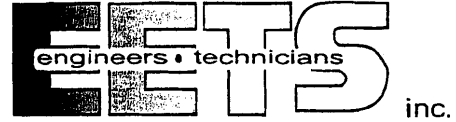
- Prepare PFE and submit to Contractor for acceptance.
- Evaluate Contractor's exceptions and make recommendation to County on how to proceed.
- Process and submit Final Pay Estimate.

## Task 4 – Additional Tasks (as required)

Items that have not been identified in Phase I or II, Tasks 1, 2, and 3 above will be considered as additional support required for the project. If requested by the County, Nolte could provide such services as an additional item with details to be determined at a later date.

## Completions Schedule

Nolte Associates, Inc. shall be bound by the requirements of the Approach and Services Agreement from the Date of Award of the construction management Contract until one month following the specified allowable completion of construction. The fees for the services provided by Nolte are predicated upon the fact that Nolte will provide Field Inspection staff for a Phase II specified allowable construction period of 18 consecutive calendar months. This 18 calendar month period is anticipated to begin approximately on May 1, 2008 and shall be completed on or before November 1, 2009. This period includes one winter construction period between 2008 and 2009. If Stanislaus County should require construction management services beyond this 18 month construction period, Nolte can provide these additional services but they will be considered supplemental services and are not included in the enclosed fee estimate.



6060 Sunrise Vista, Suite 3450 ♦ Citrus Heights, CA 95610  
Phone: 916.339.9691 ♦ Fax: 916.242.9125 ♦ mbregar@eetsinc.com

PQ07-418

November 14, 2007

Nolte Associates, Inc.  
Attn: Merrin Gerety and Rose Walsh  
2495 Natomas Park Drive, Fourth Floor  
Sacramento, CA 95833

Subject: Keyes Infrastructure RFP and Addendum #1

Dear Merrin and Rose:

The following is our quotation for the above-referenced project based on the Work Scope below.

#### **WORK SCOPE**

##### **1.0 Prescription Services**

- Review plans and provide input to value Engineering Design Reviews and Constructability Review.
- Attend Kickoff Meeting with County Staff and Design Engineers.
- Attend Preconstruction Meeting with County Staff and Contractor.

##### **2.0 Construction Management**

- Provide seven (7) site visits during electrical construction of pumping plant including final inspection and punch list preparation.
- Review as-built drawings.

#### **FEE PROPOSAL**

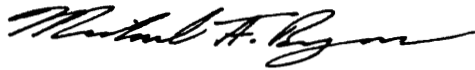
Work Scope Item 1.0	\$ 3,040.00
Work Scope Item 2.0	<u>\$ 7,870.00</u>
Total	<u>\$10,910.00</u>



Nolte Associates, Inc.  
Attn: Merrin Gerety and Rose Walsh  
November 14, 2007  
Page 2

Thank you for the opportunity to provide this quotation to you. Please call with any questions.

Sincerely,  
EETS, INC.

A handwritten signature in cursive script, appearing to read "Michael F. Bregar".

Michael F. Bregar  
President



File No. 02002PROP486C  
November 16, 2007

Ms. Merrin Gerety  
Nolte Associates, Inc.  
2495 Natomas Park Drive, Fourth Floor  
Sacramento, CA 95833

**Subject: REVISED FEE ESTIMATE FOR MATERIALS TESTING SERVICES  
KEYES INFRASTRUCTURE IMPROVEMENTS  
STANISLAUS COUNTY, CALIFORNIA**

Dear Ms. Gerety:

**INTRODUCTION**

Kleinfelder is pleased to present this revised fee estimate for providing materials testing services for the subject project. The fee estimate provided in our November 7, 2007 letter has been revised to reflect a daily presence for compaction testing during trench backfill. Presented herein is a discussion of the scope of services we anticipate providing and a basis of fees associated with these services. Reference is made to our geotechnical services report dated November 15, 2004 which was prepared for the subject project.

**PROJECT DESCRIPTION**

The project consists of infrastructure improvements within the community of Keyes, located in the southern portion of Stanislaus County. The project encompasses approximately 200 acres considered to be the "original" town site, and is generally bounded by Highway 99 to the west, existing agricultural uses to the north of Anna Street, new development in the Bonita Ranch Subdivision to the east, and Nunes Road to the south. The construction will include the installation of curb, gutter, handicap curb returns, new street section, a storm drain collection system and related facilities, a five-pump lift station, auxiliary power generator, expansion of an existing basin and the excavation of a new basin.



## **SCOPE OF SERVICES**

We anticipate our scope of services will include observation and sampling during concrete placement; compaction testing for subgrade soils, engineered fill, aggregate base, and utility trench backfill; and observation, sampling and/or testing of asphalt concrete.

We stress that our services will be provided on a time-and-materials basis, and the estimated fees presented in this letter are based on the specific scope of services outlined. The scope of services is estimated based on our experience with similar-type projects and a review of the construction schedule provided. It is likely that the number of hours estimated for each service and the laboratory tests actually required will not exactly match those estimated in this letter. We have attempted to estimate our services on the high side, however, factors beyond our control (such as the construction schedule, client requests, weather, contractor efficiency, regulatory requirements, or other items) may result in additional services being required, or not all services may be required.

## **REPORTING**

The results of our field observations and testing will be presented to you in periodic reports during the project and/or at the completion of the project. The contractor and you will be notified of any observed discrepancies between test and observation results and those required by project plans and specifications at the time they are discovered. Copies of required reports will be provided to regulatory agencies and others upon request.

## **FEE ARRANGEMENTS**

We propose to provide our services on a time-and-expense basis, according to the rates listed below and our 2007 fee schedule, attached. Where rates conflict, those listed below supersede the fee schedule. This project has been identified as being subject to prevailing wage laws and the following rates reflect this.

### **Professional and Technical Staff**

Senior Professional	- \$ 135 per hour
Project Manager	- \$ 105 per hour
Staff Professional	- \$ 102 per hour
Technician for soils or asphalt testing	- \$ 80 per hour
Technician for all other on-site services	- \$ 75 per hour
Technician for off-site services and travel (Non Prevailing Wage)	- \$ 65 per hour



All services will be provided at 2-hour minimums per visit and 1-hour increments thereafter. For hours in excess of 8 hours per day or on Saturday, one and one-half times the hourly rates will be charged. For hours in excess of 12 hours per day or on Sunday, two times the hourly rates will be charged. Vehicle mileage will be charged at \$0.70 per mile. Laboratory tests required will be per our 2007 fee schedule rates.

### COST BREAKDOWN

MATERIALS TESTING SERVICES	ESTIMATED COST
Technician for compaction testing of subgrade, engineered fill, aggregate base, and trench backfill (estimate 30 days @ 8 hours, and 230 days @ 4 hours)	\$92,800.
Technician for concrete placement observation and sampling (assume 12 visits @ 4 hours)	\$3,600.
Concrete cylinders (assume 72 cylinders)	\$1,944.
ASTM D-1577 compaction curves (estimate 6)	\$1,164.
Cal 216 compaction curves (estimate 60)	\$8,820.
Technician for asphalt concrete observation, sampling and/or testing (estimate 20 days @ 8 hours)	\$12,800.
Soil laboratory conformance testing	\$3,000.
Asphalt concrete laboratory testing	\$8,000.
Mileage (292 site visits)	\$5,110.
Provide project supervision, consultation, and reports	\$15,000.
<b>ESTIMATED TOTAL</b>	<b>\$152,238.</b>

### LIMITATIONS

It should be recognized that any construction observation and/or testing services provided by Kleinfelder employ techniques which may reduce the risk of construction defects, deficiencies, or omissions arising during or after construction. Construction observation and/or testing services are not insurance, nor do these services constitute a warranty or guarantee of any type. Even with diligent construction monitoring and/or testing, some construction defects, deficiencies, or omissions in the contractor's work may be missed. In all cases, client shall assign the contractor the responsibility for the quality and the completeness of the work and for adhering to plans and specifications.



Kleinfelder's construction observation services, if any, shall be limited to observation of construction operations to provide the client with an understanding of the general nature, progress and quality of the work based upon applicable standards of practice. Unless otherwise agreed in writing, or unless consistent with the standard of care, Kleinfelder shall not be responsible for continuous or exhaustive inspection of the work. In no event shall Kleinfelder be responsible for the means and methods of construction or for the safety procedures employed by the contractor.

We shall perform services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, expressed or implied, is made or intended by this letter.

The safety of our employees is of paramount concern to Kleinfelder. You will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for field work will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

We appreciate the opportunity to provide you with this revised fee estimate and look forward to working with you on this project. Should you have any questions regarding the contents of this letter, please contact me.

Respectfully submitted,

**KLEINFELDER WEST, INC.**

A handwritten signature in black ink, appearing to read 'Steven R. Davis'.

Steven R. Davis, C.E.G. #1471  
Senior Associate

SRD/mlc

Attachment

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

**KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT - CONSTRUCTION MANAGEMENT**  
**Stanislaus County Redevelopment Agency**

Description	Project Manager	CONSTRUCTION MANAGER / RESIDENT ENGINEER	LEAD FIELD INSPECTOR	ASSOCIATE FIELD ENGINEER(S)	VALUE ENGINEERING/ CONSTR REVIEW - CONSTRUCTION	VALUE ENGINEERING/ CONSTR REVIEW - CONSTRUCTION	PROJECT SCHEDULER	PROJECT ADMINISTRATIVE ASSISTANT	ELECTRICAL SUBCONSULTANT	GEOTECH SUBCONSULTANT	TOTAL HOURS
Staff Members	Brad Riel	Don Schultes	Frank Mellor	Inspectors (Peak Court)	Robert Spalk/ Steve Walters	George Otte/ Estimator	Deborah Chastain/ Mike Sheffield	Jennifer Williams/ Lara Gibbs	EETS	Khanfelder	
<b>Preconstruction Services</b>											
a. Review Documents: P&S; Est.; Reports	4	40	40		40	20	16	20	SEE BELOW	SEE BELOW	180
b. Value Engineering/ Constr. Review	4	40	40		40	40	24	20	SEE BELOW	SEE BELOW	208
c. Establish Procedures/ Admin	4	16						16			36
d. Kick-off Meeting w/ County Staff	4	16	8					20			48
e. Preconstruction Meeting	8	8	8					8	8	SEE BELOW	40
											0
Man Hour Total	24	120	96	0	80	60	40	84	8	0	512
Hourly Rate Charge	\$185.00	\$171.00	\$131.00	\$126.00	\$131.00	\$141.00	\$110.00	\$79.00	\$0.00	\$0.00	
Total Fees Phase I, Task I	\$4,440.00	\$20,520.00	\$12,576.00	\$0.00	\$10,480.00	\$8,460.00	\$4,400.00	\$6,636.00	\$0.00	\$0.00	\$67,512.00
<b>Construction Management Services</b>											
a. Meetings	4	8	8					8			28
b. Pre-Construction Photo Documentation		16	8					4			28
c. Submittals		80	60					216			356
d. Resident Engineering: Daily On-site Inspection; Testing; Documentation		1956	2084	1700					SEE BELOW	SEE BELOW	5740
e. Monitor Compliance with Permit Conditions		48	48					20			116
f. Monitor Compliance with Mitigation Monitoring Plan		48	48					20			116
g. Field memos and Clarifications		8	4					16			28
h. Respond to Requests for Information (RFI)		80	80					320			480
i. Maintain Status Logs, RFI / Design Clarifications		20						80			100
j. Review / Prepare Information and Issue Change Order Packages	10	80				192		160			442
k. Monthly Pay Request Reviews and Recommendations to City Staff		80	60					80	SEE BELOW		220
l. Review Schedules		60	20				384	40			504
m. Progress Meetings	58	156	100					400			714
n. Document Control; Other Admin.		100	100					1440	SEE BELOW		1640
o. Resolve Conflicts DSC / Dwgs		140	160					22			322
p. Coordinate special Inspections; Mats; Testing; Spec. Testing		40	100					8			148
q. Assist Start-Up; Final Inspections		100	100					40	SEE BELOW		240
r. Record Dwgs Input; Reviews; O&Ms	4	40	100					20	SEE BELOW		164
s. Final Pay Application	4	40	40					20	SEE BELOW		104
t. Community Svcs District Water/Sewer Const.	2	40	24	16	0	0	0	38			120
Man Hour Total	82	3140	3144	1716	0	192	384	2952	0	0	11610
Hourly Rate Charge	\$185.00	\$171.00	\$131.00	\$126.00	\$131.00	\$141.00	\$110.00	\$79.00	\$0.00	\$0.00	
Estimated Fee Before Adjustments	\$15,170.00	\$536,940.00	\$411,864.00	\$216,216.00	\$0.00	\$27,072.00	\$42,240.00	\$233,208.00	\$0.00	\$0.00	

**KEYES INFRASTRUCTURE IMPROVEMENTS PROJECT - CONSTRUCTION MANAGEMENT**  
**Stanislaus County Redevelopment Agency**

Description	Project Manager	CONSTRUCTION MANAGER / RESIDENT ENGINEER	LEAD FIELD INSPECTOR	ASSOCIATE FIELD ENGINEER(S)	VALUE ENGINEERING / CONSTR REVIEW CONSTRUCTION	VALUE ENGINEERING / CONSTR REVIEW CONSTRUCTION	PROJECT SCHEDULER	PROJECT ADMINISTRATIVE ASSISTANT	ELECTRICAL SUBCONSULTANT	GEOTECH SUBCONSULTANT	TOTAL HOURS
Projected Hourly Increased rates to account for 18 mo. duration - @ 5%	\$194.25	\$179.55	\$137.55	\$132.30	\$137.55	\$148.05	\$115.50	\$87.95	\$0.00	\$0.00	
Increased Fee over Fiscal Year	\$228	\$8,054	\$6,178	\$3,243	\$0	\$406	\$634	\$3,498	\$0	\$0	
<b>Total Fees Phase II, Task 2 and 3</b>	\$15,398	\$544,994	\$418,042	\$219,459	\$0	\$27,478	\$42,874	\$236,706	\$0	\$0	\$1,504,951
<b>Total Estimated Fee NOLTE (Phase I and II - Tasks 1, 2 and 3)</b>	\$19,837.55	\$565,514.10	\$430,617.96	\$219,459.24	\$10,480.00	\$35,938.08	\$47,273.60	\$243,342.12	\$0.00	\$0.00	\$1,572,462.65

TOTAL NOLTE CM PERSONNEL COSTS	\$ 1,572,463
MATERIALS TESTING (Kleinfelder)	\$164,417
ELECTRICAL INSPECTION (EETS)	\$11,880
JBPR (Community Outreach)	\$64,800
PER DIEM	\$42,000
VEHICLES (Leasing, maintenance, insurance, gas)	\$51,600
CELL PHONES, OFFICE SUPPLIES, AND MISC. EXPENDITURES	\$20,000
<b>GRAND TOTAL (Phase I and II, Tasks 1, 2, and 3 (including Subconsultants and Reimbursables))</b>	<b>\$1,927,160</b>

**Compensation Schedule**

Compensation to provide construction management services required for the construction observation and administration for the subject construction project as detailed in the Agreement, for the time periods discussed in the previous section throughout the duration of the contract, shall be on a time and materials basis for the necessary personnel. Rates for staff on the fee spreadsheet (Exhibit) are effective through October 1<sup>st</sup> of each year at which time the rates are adjusted to allow for annual increases of staff compensation.

Estimated hours and totals by individual categories may need to be periodically rebalanced during the course of the contract and depending on actual workload. The overall estimated fee total, however, will remain the same and will not be exceeded without the approval of the County.



**EXHIBIT D**  
**PROJECT SCHEDULE**

**Phase I – Pre-Construction Services**

**Three (3) calendar weeks to deliver constructability review and deliverables as established within the Scope of Services indicated in Phase I.**

**Phase II – Construction Management Services**

**Has a period of 18 months after commencement of construction starting at the time the Notice to Proceed is given to the contractor. This period has the option to be adjusted at the time the construction bids are received by the County RDA and the construction contract has been awarded to the low bidder but before the Notice to Proceed is issued to the contractor.**