

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

DEPT: Public Works *adm*

BOARD AGENDA # \*C-4

Urgent  Routine

AGENDA DATE May 4, 2010

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Award an Agreement for Construction Management Services to Nolte Associates, Inc., for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project, Federal Project ESPL-5938 (166)

STAFF RECOMMENDATIONS:

1. Award the agreement for construction management services, in the amount of \$104,082, to Nolte Associates, Inc., for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project.
2. Authorize the Director of Public Works to sign the agreement.
3. Authorize the Director of Public Works to sign future amendments during the life of the agreement.
4. Direct the Auditor-Controller to make the necessary budget adjustments per the financial transaction sheet.

FISCAL IMPACT:

The estimated cost for the construction of this project is \$1.3 million. The Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project will be funded 100% with American Recovery and Reinvestment Act (ARRA) funds. At this time, \$104,082 is needed for construction management services. All funds spent on construction management for this project, including any internal Public Works staff time, are entirely reimbursable with ARRA funds.

BOARD ACTION AS FOLLOWS:

No. 2010-272

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

1) X Approved as recommended

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

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

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

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Award an Agreement for Construction Management Services to Nolte Associates, Inc., for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project, Federal Project ESPL-5938 (166)

#### DISCUSSION:

This project consists of the installation of traffic signals at the two intersections, Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road. Both intersections are currently four-legged intersections with a four-way stop. Improvements are needed to improve safety at the intersections and to accommodate additional traffic related to general growth in the region.

On January 7, 2003, the Board of Supervisors awarded a consulting engineering contract to Associated Engineering Group, Inc. for the design of the Carpenter Road Traffic Signals Project. Associated Engineering Group, Inc. has completed the design for this project.

Right-of-way acquisition negotiations began in February 2003 and continued through December 2006 for this improvement project. Right-of-way was acquired on six separate properties at a total cost of \$24,625.

This project is exempt from the California Environmental Quality Act (CEQA) under Title 14, Section 15302 (Replace/Reconstruct) of the California Code of Regulations and California Pub. Res. Code 21080(b) (10) (Increased Service, Existing R-O-W).

On November 4, 2008, the Board of Supervisors approved the adoption of the plans and specifications for this project.

The project is anticipated to begin construction in late May or early June 2010.

Construction management on roadwork construction is an integral portion of the project. It ensures that the contractor is providing construction results and product at the standard required by the approved plans and specifications.

The need for construction management services by an outside consultant is caused by a heavy workload on personnel from the Construction Division. It is anticipated that eight projects will also be in construction this summer and there is not enough available staff to properly administer projects in the field. This is a good candidate project for contracting out construction management services, because it is fully reimbursable by ARRA funding.

In anticipation of this project, the Public Works Department in early March 2010 issued a Request for Proposal (RFP) for construction management services to several reputable firms in the area. The submittals were due on March 24, 2010. Two proposals were received, evaluated and scored by the Department of Public Works. From those evaluations, it was determined that Nolte Associates, Inc. was the most qualified to perform this work for the County. Nolte's proposed labor rates are competitive and in line with industry standards for said services.

Approval to Award an Agreement for Construction Management Services to Nolte Associates, Inc., for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project, Federal Project ESPL-5938 (166)

The cost of construction management and contract administration varies based upon the project type, size, location and services required. The Public Works Department follows the requirements for contract administration based upon the California Department of Transportation (Caltrans) Local Assistance Procedures Manual guidelines to determine the amount and type necessary for a specific project.

Upon Board approval of the agreement, the Department of Public Works will enter into an agreement with Nolte Associates, Inc., not to exceed \$104,082, for construction management services for the Carpenter Road at Beverly Drive and Carpenter Road at Robertson Road Traffic Signal Project.

**POLICY ISSUES:**

The Board should consider if the recommended actions are consistent with its priorities of providing a safe community, a healthy community and a well-planned infrastructure system.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Chris Brady, Public Works Construction Manager, 209-525-4130

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Balance Type	Budget
Category	Budget - Upload
Source	
Currency	USD
Budget Name	LEGAL BUDGET
Batch Name	
Journal Name	
Journal description	Tranfser budget to the Carpenter @ Beverly Dr and Carpenter Rd Traffic Signal Project
Period	JUL-09 to JUN-10
Organization	Stanislaus Budget Org

Line	Coding Structure						Debit		Credit		Description
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	incr appropriations decr est revenue	decr appropriations incr est revenue			
1	1102	40310	27600	0	0	0.0	104,082.00				
2	1102	40310	27600	9415	0	0.0		104,082.00			
3	1102	40310	63280	9415	0	0.0	104,082.00				
4	1102	40310	63280	0	0	0.0		104,082.00			
5						0					
6						.0					
7						0					
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9						.0					
10						.0					
11						.0					
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16						.0					
17						.0					
18						.0					
19						.0					
20						.0					
21						.0					
22						.0					
23						.0					
24						.0					
25						.0					
<b>Totals</b>							<b>208,164.00</b>	<b>208,164.00</b>			

Tranfser budget to the Carpenter @ Beverly Dr and Carpenter Rd Traffic Signal Project

<b>Requesting Department</b>	<b>CEO</b>	<b>Auditors Office Only</b>	
Sharon Andrews		Prepared By	Admin/Approval (\$75K+)
Signature	Signature	Date	Date
4/23/10	4/28/10		4/23/10

Contact Person & Phone Number

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" 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's Request for Proposal ("RFP") attached hereto as **Exhibit "A"** and incorporated herein by reference and Consultant's Response to County'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 represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto as **Exhibit "D"**. 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.

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 may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a 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 One Hundred Four Thousand Eighty Two Dollars (\$104,082).

2.2. Reimbursements<sup>[TEB1]</sup>. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County 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.

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

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three 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 delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "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 County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "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 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 within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal

expense to Consultant.

## 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 coverages:

- (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 Two Million Dollars (\$2,000,000.00<sub>[B2]</sub>), 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 <sub>[TEB3]</sub>("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00<sub>[B4]</sub>), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except 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 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.
- (e) 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.

5.3. Deductibles: Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County<sub>[B5]</sub>. 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.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant 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 Consultant. 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.

5.5. 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.

5.6. Primary Insurance: 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. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County 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.

5.7. Cancellation of Insurance: 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. Consultant shall maintain such coverage in effect for (1) one year after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. 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.

5.9. 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.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, agents, employees and representatives from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives.[B6]

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code. This duty to defend arises when such claim is made and shall be independent of any finding of the County's negligence. Consultant shall provide legal counsel reasonably acceptable to the County.

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. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

## 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 Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

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

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Brad Riel, PE; and
- b. Lead/Manager: Frank Mellor

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

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

**If to County:**

Stanislaus County Department of Public Works  
Attn: Chris Brady, Construction Division Manager  
1716 Morgan Road  
Modesto, California 95358  
Office: (209) 525-4144  
Fax: (209) 525-4140

Nolte Associates, Inc.  
9415 – Carpenter Rd at Beverly Dr. & Robertson Rd TS  
ARRA Federal # ESPL-5938(166)

**If to Consultant:**

Nolte Associates, Inc.  
Attn: Brad Riel, Project Manager  
1215 West Center Street, Ste. 201  
Manteca, CA 95337-4227  
Office: (209) 239-9080  
Fax: (209) 239-4166

Professional Services Agreement Form  
(Rev. 02/25/10 TEB)

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

7.8. 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.

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

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

7.11. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.12. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.13. 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 may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

7.15. 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.

7.16. 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.

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

7.18. 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.

7.19. Amendments: Only a writing executed by the parties hereto or their respective

successors and assigns may amend this Agreement.

7.20. 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.

7.21. 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.

7.22. 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.


7.23. 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.

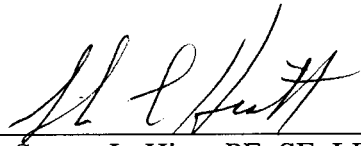
(SIGNATURES NEXT PAGE)

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

COUNTY OF STANISLAUS

NOLTE ASSOCIATES, INC.

By:   
Matt Machado, Director  
Department of Public Works

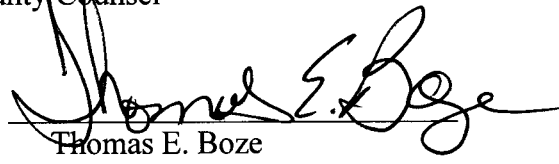
By:   
Steven L. Hiatt, PE, SE, LEED AP

Approved: BOS Resolution # 2010-272  
Dated: May 4, 2010

Corporate Title: Principal in Charge/Vice President

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

**END OF AGREEMENT**

**EXHIBIT A**

**COUNTY'S REQUEST FOR PROPOSAL**





**DEPARTMENT OF PUBLIC WORKS**

**Matt Machado, PE**  
Director

**Laurie Barton, PE**  
Deputy Director, Engineering/Operations

**Diane Haugh**  
Assistant Director, Business/Finance

Engineering & Operations Division  
1716 Morgan Road, Modesto, CA 95358  
Phone: 209-525-4130; Fax: 209-525-4140

March 8, 2010

Mr. Steve Hiatt  
Nolte & Associates, Inc.  
1215 West Center Street, Suite 201  
Manteca, CA 95337

**Subject: Request for Proposal – Construction Management Services for the Carpenter Road Traffic Signals at Beverly Drive and Robertson Road**

Stanislaus County Department of Public Works (Department) is soliciting a proposal to provide professional services for Construction Management Services for this traffic signal congestion relief project. Tentative construction start date is May 17, 2010, with 60 working days.

**PROJECT DESCRIPTION:**

The traffic congestion relief project on Carpenter Road at Beverly Drive and Robertson Road consists of the following work: pavement widening, asphalt concrete overlay, curb and gutter construction, installation of traffic signals, storm drainage facilities, traffic striping and marking, and environmental mitigation. This traffic congestion relief project is entirely funded with American Recovery and Reinvestment Act (ARRA) funds. Therefore, additional administrative procedures may be required of the construction management consultant.

**SCOPE OF WORK:**

Elements of the construction management services for this project include but are not limited to the following:

1. Provide a part time Resident Engineer to manage and oversee the administration of the construction contract. The project will need to be administered to meet all applicable Federal requirements.
2. Provide a full time Construction Inspector to manage and oversee the daily operations of the contractor. The Construction Inspector and Resident Engineer would report to the Department's Construction Division Manager.
3. The Construction Inspector and/or Resident Engineer shall be producing all the normal documentation of a construction project, including but not limited to; daily diaries, weekly statement of working days, field photographs, quantity

calculations and certifications, reviewing and checking certified payrolls against State and Federal wage rates, logging materials testing results, processing RFIs and material submittals, producing progress payments, and producing/processing/negotiating contract change orders.

4. The Resident Engineer shall arrange and conduct a Pre-Construction Conference with the Contractor for the project. Minutes of the meeting shall be prepared and distributed to all attendees.
5. The Resident Engineer or Construction Inspector shall schedule all material testing services with the consultant hired by the Department for performing those services.
6. The Resident Engineer and/or Construction Inspector at completion of the construction phase shall prepare record drawings and submit them to the Department for submittal to the Design Engineer for preparation of the As-Built Plans.
7. The successful firm shall be required to enter into a "Professional Design Services Agreement" with Stanislaus County for the work to be performed. A sample agreement is enclosed for your review. The consultant shall state in its proposal that the firm has reviewed the agreement and is in a position to meet all of the terms and conditions.

#### **PROPOSAL REQUIREMENTS:**

In addition to addressing the above items, the Department requests that the following items be addressed and included in the proposal:

- Experience of the firm in regards to management and construction inspection of traffic congestion relief projects
- Proposed staffing for the County congestion relief/traffic signal project.
- Staff qualifications and current and projected workload.
- List of services that the consultant will provide including your approach to project delivery.
- Schedule of hourly rates for the firms personnel.
- Subconsultant fees must be clearly indicated.

Three copies of your proposal are due in this office by 3:00 P.M. on March 24, 2010.

The proposal will be evaluated, at a minimum, based on the following:

An understanding of the work to be performed, your firm's experience with similar kinds of work, the qualifications and availability of staff for this project, and you firm's demonstrated professional and financial responsibility.

The proposal shall, at a minimum, address the previously described items.

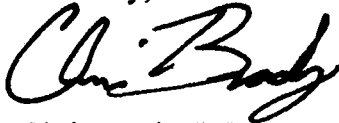
Please submit your proposal to:

Chris Brady  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

The proposals will be reviewed shortly after the closing date for submittal of proposals. Those firms believed to be the most qualified based on their proposal, may be subject to an interview.

If you have any questions regarding this Request for Proposal, please give me a call at (209) 262-5887, or email me at [bradyc@stancounty.com](mailto:bradyc@stancounty.com).

Sincerely,



Chris Brady, P.E.  
Senior Civil Engineer

cc: Laurie Barton

Attachments: Digital sample of Professional Design Services Agreement  
Digital copy of the preliminary PS&E package

I:\construction\construction management rfp\rfp carpenter cm services - nolte.doc

**EXHIBIT B**

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



Proposal for  
Construction Management Services for  
Carpenter Road Traffic Signals  
at Beverly Drive & Robertson Road

Submitted to  
County of Stanislaus

March 24, 2010

**NOLTE**  
BEYOND ENGINEERING

Beverly Drive

Robertson Road

March 24, 2010



Mr. Chris Brady, PE  
Senior Civil Engineer  
Stanislaus County, Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358

**Subject: Proposal – Construction Management Services for the Carpenter Road Traffic Signals at Beverly Drive and Robertson Road**

Dear Mr. Brady:

Stanislaus County has the opportunity to take advantage of Federal American Recovery and Reinvestment Act (ARRA) funds to pay for the traffic congestion relief projects on Carpenter Road at Beverly Drive and Robertson Road. In order to meet the terms from the ARRA funds, specific documentation and administrative procedures must be completed. Nolte is quite familiar with the level of documentation needed as we are completing two ARRA funded construction management jobs in the City of Elk Grove right now. **We look forward to using our recent knowledge on ARRA documentation, coupled with our construction management expertise with signalized intersections to make your project a success.**

Construction of these improvements on Carpenter Road will be challenging. There is a current average daily traffic at Beverly Drive of 13,000 vehicles per day, and at Robertson Road of 15,000 vehicles per day. This traffic will be temporarily channeled through reduced lanes or other traffic control measures to construct the underground utilities within the street. Nolte will work closely with the contractor, using experience from recent successes, to make sure that county traffic control standards are met and disruptions are minimized. By proactively addressing this issue, Nolte will keep traffic moving during construction.

Nolte has put together a small, efficient team with the experience to make your job a success. The background of this staff allows us to minimize the number of inspectors, resulting in savings that we pass on to the County of Stanislaus. **Brad Riel, PE will be the Resident Engineer for the Carpenter Road Traffic Signals.** This is a part-time role. He is the Resident Engineer on the two ARRA funded projects that we are completing for the City of Elk Grove, and he brings that experience to you. **Frank Mellor will be the full-time construction inspector for your intersections,** in charge of overseeing the work. Frank has grown accustomed to this role during his 40 years of field experience. You are familiar with Frank's experience as one of our inspectors on the Keyes Improvements Project – Phase 2. Not only did Frank oversee all the electrical, underground utility, and pump station work, but he assisted with the inspection of paving as well. **In addition to this experience, Frank has managed the construction of 13 signalized intersections associated with nine different projects.** These locations are identified in the staff qualifications section of this proposal. Jennifer Williams is our Project Administrator, and I will function as the principal in charge of your Carpenter Road Traffic Signals.

Nolte looks forward to continuing our working relationship with you. We've enjoyed past successes in the San Joaquin Valley and would like to continue that trend. Please call me at 916.641.9106 if you have any questions or need additional information about our proposed team and approach to your project.

Sincerely,  
Nolte Associates, Inc.

A handwritten signature in black ink, appearing to read "S. L. Hiatt", is written over the typed name.

Steven L. Hiatt, PE, SE, LEED AP  
Principal in Charge/Vice President

**NOLTE ASSOCIATES, INC.**  
1215 WEST CENTER STREET, SUITE 201  
MANTECA, CA 95337-4227  
209.239.9080 TEL 209.239.4166 FAX  
WWW.NOLTE.COM

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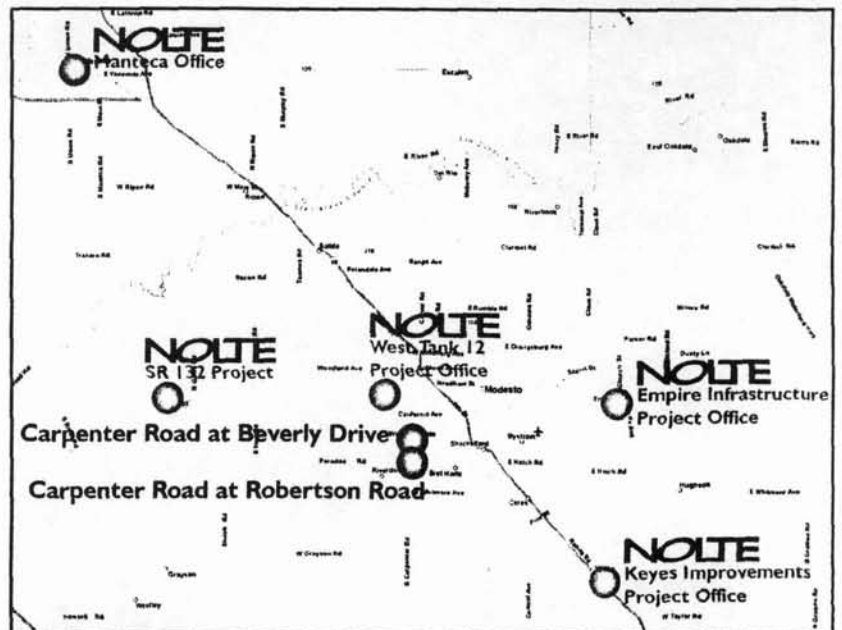
# traffic signal congestion relief experience

Nolte has been in business for more than 60 years. It's an achievement we are quite proud of. In 1949 we began providing surveying services as a single person operation. Since then, we have grown to an organization of nearly 320 staff with offices throughout the Western United States. **Our longevity and continued growth is a testament to our financial stability and the strength of our professional capabilities.**

**Nolte has the knowledge and resources required to deliver the construction of your Carpenter Road traffic signals at Beverly Drive and Robertson Road.** We have successfully provided construction management and inspection services for many traffic signal congestion relief projects. Specific types of projects have included pavement rehabilitation, roadway widenings, and signal and electrical improvements.

Nolte also has local knowledge. We have worked for the County to deliver the Anderson Road Bridge and the Keyes Infrastructure Improvements. We are currently managing the construction of the Empire Infrastructure Improvements Project. **Nolte is familiar with the construction management requirements of the County and have worked effectively as an extension of staff on a variety of construction types. Our team will use this experience to deliver your traffic signal congestion relief projects efficiently.** In addition, over the past 10 years we have also managed a variety of construction projects for several local clients, including:

- City of Modesto
- San Joaquin County
- Stanislaus Council of Governments
- San Joaquin Council of Governments
- City of Stockton
- City of Manteca
- City of Lathrop
- City of Ripon
- City of Riverbank
- Caltrans District 10



*Map showing location of County's project and Nolte's local, ongoing experience*



Through these projects we have developed relationships with agency leaders, worked with local utility companies, dealt with regional soil conditions, and followed local ordinances.

The jobs listed below are a sample of Nolte's construction management experience on projects similar to the County's Carpenter Road Traffic Signals. **Many of the intersection projects listed below were inspected by Nolte's Frank Mellor, the same inspector proposed for your Carpenter Road Traffic Signals.**

## **SR 99/SHELDON ROAD INTERCHANGE**

### **City of Elk Grove**

As a part of our on call contract with City of Elk Grove, Nolte provided an electrical inspector, Frank Mellor, for the SR 99/Sheldon Road Interchange projects. Electrical inspection work consisted of:

- Power conduits, fiber optic conduits, soffit and bridge deck lighting conduits, vehicle sensing signal loops with appurtenances
- Installation of temporary and new signals at the intersection of East Stockton Road and Sheldon Road (pictured)
- Installation of the on- and off-ramps street lighting, illuminated overhead freeway signs, Park and Ride lot lighting, East Stockton Road street lighting
- Installation of the temporary power for the Highway 99 storm drainage pump station



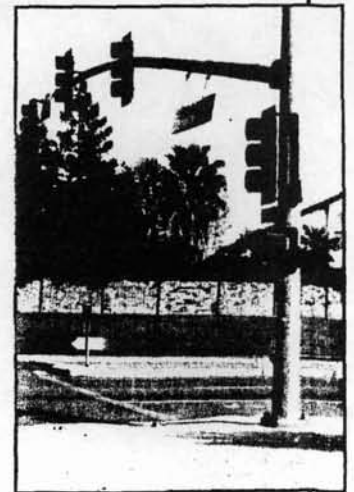
## **ON-CALL INSPECTION SERVICES**

### **City of Elk Grove**

Nolte has provided on-call construction management services for the City of Elk Grove on a variety of projects. We supplied resident engineers, a structure representative, civil inspectors, and an electrical inspector. The projects ranged from several slurry seal, chip seal, and microsurfacing rehabilitation projects, to roadway widenings, curb ramp improvements, and signalized intersections. **Nolte also provided a specialist, Frank Mellor, responsible for all of the City's street light, signalization, and electrical inspection.** Many of the projects were constructed concurrently; therefore, Nolte's teams were working on multiple projects at once.

Nolte's role included project administration, change order management, utility coordination, progress payments, materials testing management, and project closeout. **Many of the projects had federal funding and required reporting requirements similar to those required for ARRA funded projects.** The projects were managed in accordance with Caltrans requirements, including labor compliance verification.

**Most of the projects were in residential or busy commercial areas. Therefore, public outreach, public safety, and traffic control, were paramount issues.** Nolte led the

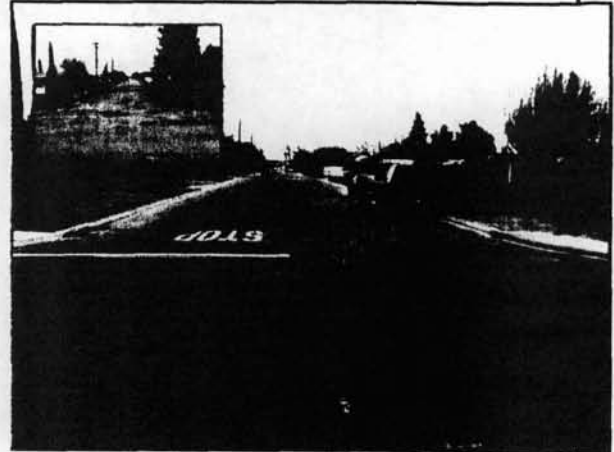


effort to personally notify businesses and residents of upcoming activities, street closures, and night work. This protected the City from potential complaints and kept the public at ease.

## **KEYES IMPROVEMENTS PROJECT, PHASE 2**

### **County of Stanislaus**

Nolte is nearing completion of the inspection and quality assurance services for the Keyes Improvements Project, Phase 2. The community of Keyes is located in the southern portion of Stanislaus County and the project encompasses approximately 200 acres of what is considered the “original” town site. The improvements include storm drain enhancements consisting of 18-inch to 84-inch diameter pipelines throughout the whole site, a buried pump station, and improvements to the current storm water retention basin. **In addition, new curb, gutter and AC road sections are being constructed throughout the community.** The storm drain pipeline portion of the construction require trench excavations from approximately five to 20 feet deep and the pump station extends approximately 26 feet below the ground surface.



*Completed Intersection with Before Photo inset*

During our constructability/value engineering (VE) study, Nolte developed several recommendations that saved several hundred thousands of dollars at bidding time. One key finding was that the majority of the pipeline could be raised in elevation three feet to five feet from its originally designed depth. By doing so, many of the deep excavations in the high groundwater typically found in Keyes, could be avoided. Recommendations such as this, coupled with a good bidding climate, resulted in contract bidding up to \$4 million below estimated project costs with contingencies.

**Nolte’s resident engineer, inspection, and administrative personnel are functioning as an extension of County staff working closely with both the Construction and Special Projects Divisions to complete the project on time and within budget.** Thus far, the project is ahead of schedule and Nolte’s services are considerably under budget. Included under Nolte’s scope of services is a comprehensive public outreach program run by Judith Bueche Communications. This program is designed to stay in contact with members of the community and to help the County be responsive to any questions and concerns.

## OAKDALE ROAD WIDENING

### City of Riverbank

Nolte provided construction management services on the widening of this critical roadway in the City of Riverbank. **The project consisted of 4,300 feet of roadway improvements, including three signalized intersections, two additional lanes, and landscaped medians.** Construction also required the relocation of several overhead and underground utilities, including a 36-inch Modesto Irrigation District line.



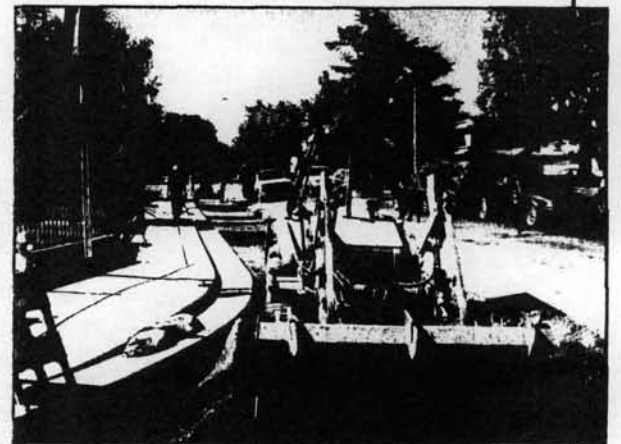
Supported by the City's Public Works Department and City Manager, Nolte was able to work with the contractor to close off a major portion of Oakdale Road that fronted the new Target shopping center. By detouring traffic around this section of improvements, the contractor was able to complete the work in a efficient and timely manner, on schedule, and as needed by the City. This was further complicated by overhead utility lines that interfered with construction. Nolte coordinated the relocation of these lines and developed restaging sequences in order to keep the project on schedule. **The new sequencing also saved money by eliminating several temporary construction features included in the original plans.**

**Traffic control was also a major component of construction.** Since Oakdale Road is the major commute route into Modesto, construction operations had to done while minimizing public impact. This required close coordination with the contractor, the City of Riverbank, Stanislaus County, and other contractors working at the Target center.

## MARCH LANE AT PERSHING AVENUE INTERSECTION

### City of Stockton

Nolte was retained by the City of Stockton to provide construction management and materials testing for the Pershing Avenue/Harding Way Intersection project. **This federally funded roadway improvement project included the widening of Pershing Avenue to the east between Walnut Street and Willow Street to accommodate left hand turn lanes in both directions and replacing the signalization at the intersection.** Additionally, all four corners of the intersection were modified to allow for an increased turning radius.



Since the widening encroached into the front yards of numerous residential properties, public outreach and public convenience were major issues that were mitigated daily. Just prior to

construction, Nolte participated in a community outreach meeting to explain the project to the local community. During construction, Nolte met with the residents on site to keep them apprised on day-to-day activities.

Several utility conflicts impacted new drainage facilities. Nolte worked with the utility companies and the Designer to modify the systems, while the construction schedule progressed without any delays. Unsuitable subgrade was also encountered. Nolte worked with the City's maintenance forces to add a combination of deep lift sections and pavement reinforcement fabric to stabilize the roadway. The money saved from this approach was used to rehabilitate additional sections of roadway adjacent to the project.

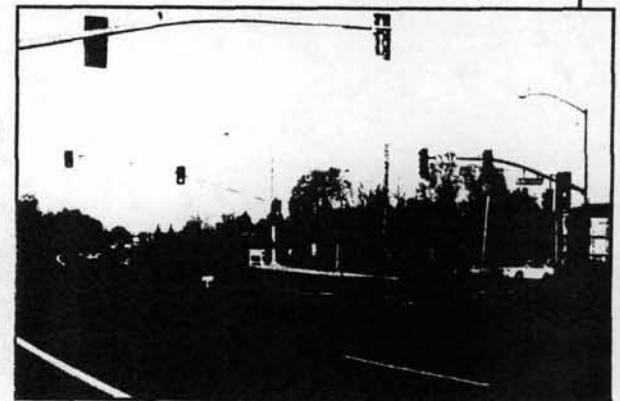
## **ON-CALL INSPECTION SERVICES**

### **City of Sacramento**

Since 2000, Nolte has assisted the City of Sacramento with on-call construction management contracts, supplementing the City's Public Works staff with resident engineers, engineering technicians, and inspector trainees. **We provided inspection of street rehabilitation, bridges, ADA curb ramp upgrades, slurry seals of streets, new signalized intersections and electrical inspection, new subdivisions, and underground utilities (among other Public Works related disciplines).** A description of several of these on-call projects follows:

#### ***Northgate Boulevard/Arden-Garden Bridge***

Nolte provided construction inspection for the Northgate Bridge at Arden Garden. This seven span structure was widened on both sides while traffic continued to flow over the existing bridge. **In addition to the bridge widening, a new traffic signal was installed at the Northgate Boulevard/ Arden-Garden intersection (pictured).** Due to permit constraints, the overall construction schedule required the contractor to work on both sides of the bridge simultaneously. To meet the schedule, the contractor worked 10 hours per day, six days a week. Nolte worked with the City arborist and biologists to meet permit requirements and to mitigate elderberry impacts.



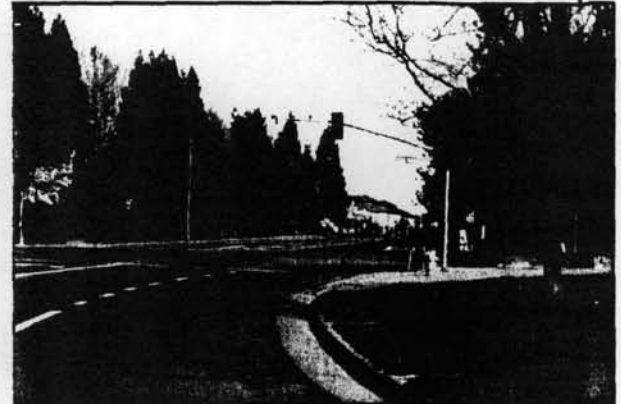
#### ***Electrical Inspections***

**Nolte provided electrical inspections for the majority of new electrical services (street lighting and traffic signals) in the City of Sacramento.** We insured that electrical services met SMUD requirements and forwarded the City release number to SMUD for connection of power.

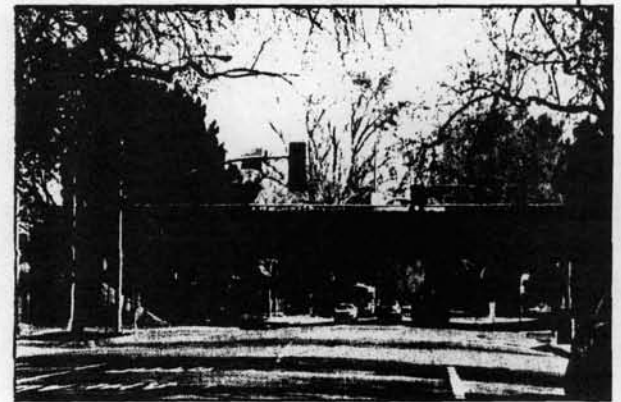


All projects were either City or federally funded and required an extensive amount of paperwork, documentation, and coordination with the appropriate agencies. Other duties included reviewing plans and specifications, setting up job files, taking preconstruction photos, conducting the preconstruction meeting, reviewing traffic control plans, schedules, and submittals. Our inspectors also provided weekly statements of working days, checked service and controller locations, schedule of values, pay requests, contract change orders, conducted inspection and release services to SMUD, coordinated controller and signal turn-on with the city signal shop, and tested systems. A sampling of the projects is listed below:

- **Center Parkway and Jacinto Signal Installation:** Nolte inspected installation of a new traffic signals, 1,800 feet of interconnect cable, new controller cabinet, detector loops, new service pedestal, and installation, programming, and testing the Emergency Vehicle Preemption (EVP) System. We inspected eight curb ramps at the intersection of Center Parkway and Jacinto for ADA compliance. The project also consisted of the installation of electrical conduits using the City of Sacramento's Tee Trench method, AC paving, and signing and striping.
- **29th, E, and H Street Signal Modifications:** Nolte inspected installation of the new signal heads and controller cabinet and added protected left turns. The project also consisted of the installation of electrical conduits using the City of Sacramento's Tee Trench method, AC paving, and signing and striping.
- **Garden Highway Overlay:** Nolte inspected this one-mile long asphalt overlay project that began at the I-5 interchange and ran to Orchard Lane. Along this heavily traveled two-lane roadway on a levee fronting the Sacramento River, there are multiple businesses, riverfront restaurants, and a marina. To accommodate the heavy traffic, construction was staged in two phases.



*Center Parkway and Jacinto Signal Installation*



*E and 29th Street Signal Modification*

## **CALTRANS DISTRICT 9/10 ON CALL**

### **Central Region, California**

Nolte provided construction management and inspection services on numerous Caltrans construction projects within the Central Region. There were approximately 20 Nolte personnel providing a broad range of full time services for Caltrans. Some of our projects in the District 10 area included:

### **State Route 4 Signalization (10-0H350)**

Nolte provided electrical inspection services for new lighting and traffic signals associated with the signalization and left turn channelization of SR 4 at the intersection of Navy Drive and Stockton Street in the City of Stockton.

### **State Route 12 Signal Installation (10-0H2004 or 10-0H2003)**

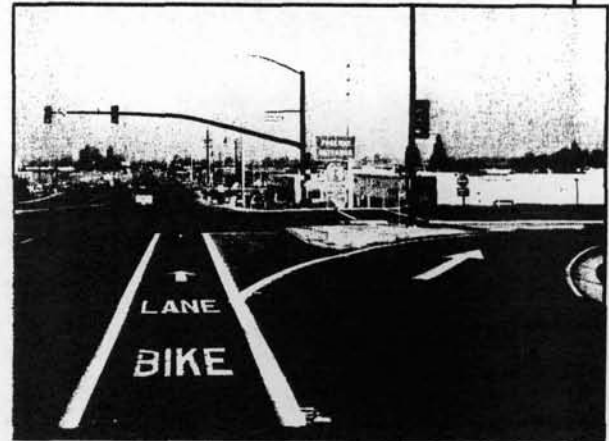
Nolte provided complete inspection services for this signal installation project located in San Joaquin County near Clements at the Highway 88 intersection. Work was completed at various locations and included inspection of all electrical facilities (lights and signalization), roadway excavation, cold planning, AC paving and striping.

## **GRANT LINE ROAD/SR 99 INTERCHANGE RECONSTRUCTION PROJECT**

### **City of Elk Grove**

Nolte provided construction management services, including resident engineer and structures representative, for the Grant Line Road/SR 99 Interchange reconstruction project. This \$33 million project involved replacing the existing two-lane freeway overcrossing, one of the oldest interchanges on SR 99, with a structure designed to accommodate eight lanes. **To improve traffic circulation and motorist safety on the highway and along the arterial roads, the project also included six new on/off ramps, four new signalized intersections, and realignment of local roadways to accommodate the new interchange.**

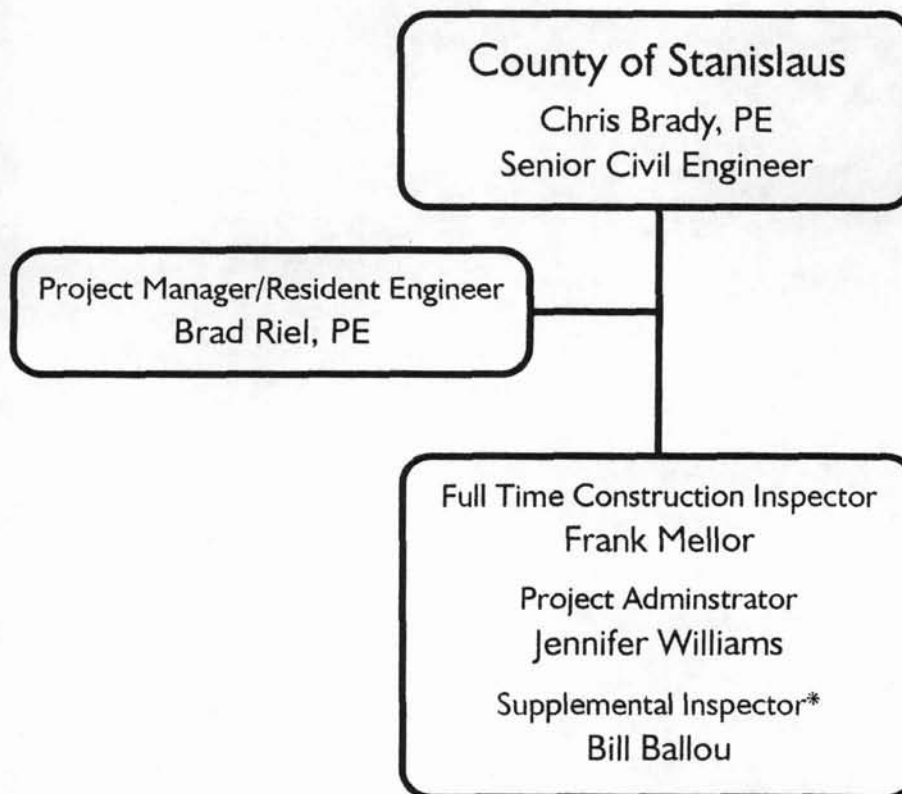
The Grant Line Road Interchange included \$2.5 million of electrical work, including four signalized intersections, four metered freeway ramps, 74 street lights, and closed circuit TV cameras. The signalized intersections were constructed in 11 separate stages; each with different traffic configurations, pole locations, and signal head layouts. **Nolte's electrical inspector (Frank Mellor), inspected all work, coordinating with the City of Elk Grove's traffic operations group, Caltrans' electrical construction engineer, and SMUD to ensure the project stayed on schedule and traffic was safely maintained throughout all stages.**



# proposed staffing

Nolte has assembled a small but highly-qualified team for this project. Our team is created to fit your need of an experienced construction management staff to deliver your traffic signal congestion relief projects. You are familiar with this team because they have worked with County staff in recent years. **Therefore our personnel know what is expected by the County on this project.**

**Brad Riel** will oversee your project. Brad brings his experience as a former Caltrans resident engineer. This experience will assist the County through Nolte's preparation of documentation required to meet ARRA funded projects, something that Brad is very familiar with. **Frank Mellor** is immediately available to provide senior inspector/resident engineering services. Frank is a well-rounded construction manager who has inspected and run the construction of numerous traffic signalization projects. **Furthermore, Frank provided the inspection for the electrical and pump components at the pump station of your Keyes Improvement project, Phase 2.** The organization chart below shows Nolte's proposed personnel and the roles they will serve. We have provided a brief summary of the qualifications and experience for each key team member.



\* As-Needed



# staff qualifications & workload

## STAFF QUALIFICATIONS

### **Brad Riel, PE - Project Manager/Resident Engineer**

Brad will be the project manager for your Carpenter Road Traffic Signals. He will also serve as the part-time resident engineer to manage and oversee the administration of this contract. **Brad is especially well qualified for this role as he just completed two ARRA funded projects for the City of Elk Grove. These construction jobs consisted of:**

- ITS Phase 3
- Franklin/Kammerer/Wilton Rehabilitation project

**Brad will use this experience to complete the level of documentation needed for your ARRA funded job.**

Brad is a licensed engineer and resident engineer with over 22 years of experience (including 11 with Caltrans prior to joining Nolte). Throughout his career, Brad has served as the resident engineer on millions of dollars worth of highway projects in Northern California. Brad has gained a thorough understanding of Caltrans and their standards and procedures through his experience working on Caltrans facilities.

He recently served as the resident engineer for the SR 99/Grant Line Road Interchange for the City of Elk Grove, SR 99/Jack Tone Road Interchange for the City of Ripon, and the Lathrop Road/UPRR Overcrossing project for the City of Lathrop.

### **Frank Mellor - Construction Inspector**

**Frank will be your full time construction inspector.** Not only does Frank know the field construction aspects of jobs, but is quite proficient with project documentation, contractor progress payments, running weekly contractor meetings, and coordination with impacted utilities. Frank will take care of both the administrative and inspection components of your two signalized intersections on Carpenter Road. Frank has been providing construction and inspection services for over 40 years. On several occasions he has been the designer, surveyor, and construction manager, all on the same project. His expertise includes roadways, signalization, and underground utilities. Several of Frank's recent signalized intersection jobs include:

- Intersections associated with SR 99/Sheldon Road Interchange in Elk Grove (3 intersections)



- Intersections associated with SR 99/Grant Line Road Interchange in Elk Grove (4 intersections)
- Southport Parkway and Prominate Way intersection in West Sacramento
- Ridge Road and Hughes Road intersection in Grass Valley
- West Stockton Boulevard and Kammerer Road intersection in Elk Grove
- West Stockton Boulevard and Lent Ranch Road intersection in Elk Grove
- West Stockton Boulevard and Bilby Road intersection
- West Stockton Boulevard and Elefa Road intersection
- Kammerer Road and Lent Ranch Parkway intersection in Elk Grove

### **Jennifer Williams - Project Administrator**

Jennifer is a seasoned project administrator with over a dozen years of experience in overseeing the administrative aspects of construction, as well as providing significant information technology support. **Her recent experience includes serving as the project administrator on local jobs within the County of Stanislaus. These include Nolte's two current efforts at the Keyes Improvements Project, Phase 2 and the Empire Infrastructure project.** Her duties include processing submittals, requests for information (RFIs), change orders, pay requests, and project correspondence.

Her proficiency with technology includes both hardware and a significant variety of software (including database programs). This has proven invaluable for managing both small and large scale construction projects.

### **Bill Ballou - Supplemental Inspection**

Bill is a seasoned project and construction manager with over 30 years of experience. Recent construction management projects consist of roadway resurfacing, widenings, underground utilities, pump stations and landscaping. **He is currently serving as a lead inspector for the Keyes Improvement Project, Phase 2 for the County of Stanislaus.**

Bill's project management experience has involved developing and maintaining project budgets, cash flow analyses and CPM project schedules. He has developed and issued RFPs, chaired pre-bid conferences, conducted bidding processes, analyzed bids, negotiated and awarded contracts. Bill has extensive experience in contract administration, including receiving and analyzing progress billings, negotiating contract change orders, preparing and issuing field orders, processing submittals and RFIs, preparing and issuing notices of Substantial and Final Completion and conducting contract close out procedures. Bill is experienced in recognizing and negotiating potential disputes with the immediacy they deserve and practiced at compiling and maintaining project documentation particularly as it relates to such disputes and potential claim issues.

## SUMMARY OF EXPERIENCE

Nolte is involved in the responsibilities of resident engineering, construction inspection, and project administration on a daily basis and believe we are well suited to meet your needs. The matrix below shows our construction management team's breadth of experience and knowledge in all the required field inspection disciplines for your projects.

### Construction Management Team Experience & Knowledge

Key Personnel by Discipline	Brad Riel	Frank Mellor	Bill Ballou
Highways and Roads	●	●	●
▪ Slurry Seals	●	●	●
▪ Pavement Rehabilitation	●	●	●
▪ Sidewalks and ADA Curb Ramps	●	●	●
▪ Grinding and Overlays	●	●	●
▪ Street Construction	●	●	●
▪ Signal and Street Lighting	●	●	●
▪ Signing and Striping	●	●	●
▪ Roadway Excavation/ Embankment	●	●	●
▪ Slide and Slipout Repairs	●	●	●
Sewer Lines	●	●	●
Storm Drain Lines	●	●	●
Water Transmission	●	●	●
Constructability Plan/Review	●	●	●
Scheduling	●	●	●
Years Experience	22	40	37

## WORKLOAD

Nolte's proposed staff has sufficient time available to assist the County in delivery the construction of your projects. Below is a list of the availability of each staff over the next six months.

- Brad Riel ..... 30%
- Frank Mellor..... 100%
- Bill Ballou..... As needed
- Jennifer Williams..... Time to coordinate with the Keyes and Empire projects

**Nolte has the capability to handle the County's projects along with our current workload.** Frank Mellor is completing a project for the City of Modesto and, by May 3, 2010, will available to dedicate 100% of his time to the County's two Carpenter Road traffic signals.

**Nolte also has available staff to assist the County if a need arises.** In addition to Frank, we have other roadway and intersection inspectors available as resources to the County. Several of these staff are currently working locally and are familiar to the County. They include Bill Ballou, Ryan Wilson, and Gordon Berg.

# approach & services

## APPROACH TO PROJECT DELIVERY

Nolte believes that the construction management team should know more about a project at the start of construction than the contractor. By doing so we can anticipate challenges, identify long lead items and submittals, and expose ways to improve the final product while saving time and money. During the preconstruction phase, Nolte will continue to review the plans, specifications, engineer's estimate, and any other available information. In doing so, we will look for ambiguities, omissions, and constructability issues. We will identify crucial aspects such as measurement and payment clauses, lane closure restrictions, and submittal review times. These are all essential elements for properly managing the project. By understanding the details and challenges before construction, Nolte is well-equipped to deliver a quality project for Stanislaus County.

**As mentioned above, Frank Mellor has already begun to understand this project by visiting the site, and reviewing the plans. Furthermore, we have had a discussion with Ryan Carrel of Associated Engineering Inc. to better understand the intent of the plans.** Issues that we see that will require special attention during construction are identified below:

### Traffic Control

The existing design does not have Traffic Handling plans dictating to the contractor how the project is to be staged and how traffic is to be controlled. Thus, it is up to the contractor to develop a plan that works within their means and methods, but also meets the requirements of the County standards. **Frank will work closely with the contractor to assure that a plan is well thought out, and can accommodate the high level of traffic (over 13,000 vehicles per day at Beverly Drive and 15,000 vehicles per day at Robertson Road).** Once that plan is agreed upon, Frank will make sure that the plan is carried out so that it does not disrupt traffic.

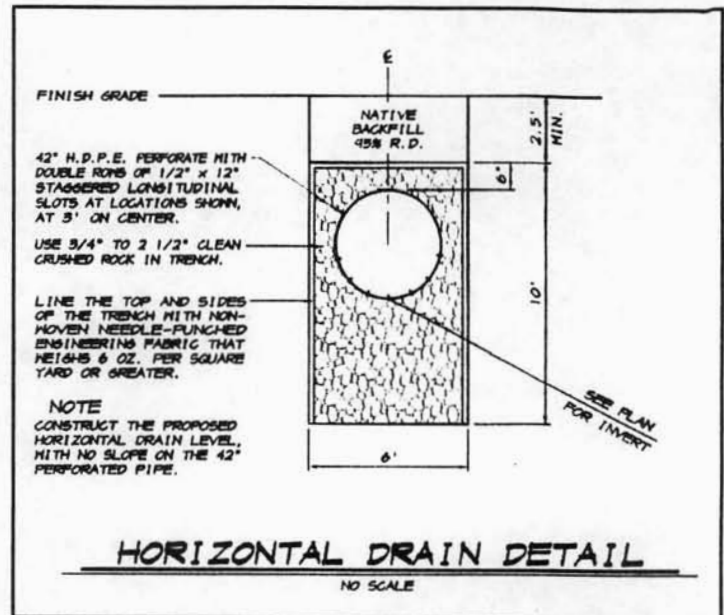
Traffic control will be a key component of work for three primary elements of underground construction:

- There is an 18" diameter RCP that is to be installed across Carpenter Road and Robertson Road that will require 9' to 10' deep excavations, requiring lane closures.
- There is a 36" diameter RCP that is to be installed across Beverly Drive, requiring lane closures.
- There are multiple locations where 42" diameter HDPE is used as an underground storm drain detention/infiltration system which allows water

to infiltrate into the ground. This pipe is located within a 6' wide by 10' deep crushed rock drain. Construction of these systems will require narrowing traffic lanes for construction access.

### 36" Diameter Modesto Irrigation District Line

An existing 36" diameter irrigation line is located within Carpenter Road. Protection of this pipeline and modifications to it will be a part of this construction contract. Knowing this, we have already begun coordination with Dave Colby at Modesto Irrigation District (MID). Through these conversations we have learned the following:



*Detail from Beverly Road and Carpenter Drive Plans*

- At the Carpenter Road and Beverly Drive intersection, 222' of 36" irrigation pipe is to be replaced under Beverly Drive. This will be installed during irrigation season which is now ongoing. Because construction of this pipe will occur during irrigation season, close coordination will need to occur with Dave Colby and MID. Dave informed Nolte that there is only a two week period (as controlled by the MID ditch tender) when the existing 36" irrigation line can be shut down to allow for construction.

This construction activity will likely fall on the critical path of the contractors schedule. **Nolte will work closely with Dave Colby, MID, and the contractor to coordinate this effort and prevent construction delays.**

- Several trees are to be removed near the existing 36" irrigation line. Nolte will work with the contractor so that special care is taken so as not to damage the existing pipe.

### Fire Hydrant Protection

At several locations along Carpenter Road, there are existing fire hydrants. Many of these fire hydrants are to remain undisturbed in place with the drainage swale being built on each side of the hydrant. At the Beverly Drive site, there is one location (station 10+55) where the fire hydrant itself will be relocated (pictured) to allow for the curb return to be constructed. Regardless, the contractor will have to use care in constructing the drainage swales so that the existing hydrants are not damaged. Frank Mellor will work closely with the contractor to make sure that the importance of a high standard of care is enforced.



### Overhead Facilities

There are existing Joint utility poles with power and phone lines. At a few locations, the Guy wires from these poles need to be relocated. It is anticipated that MID's relocation will need to take place



concurrently with construction of this project. The Nolte Inspector will coordinate this effort with the contractor, MID and the phone company.

### **Contractor Lay Down Areas**

The plans do not show a laydown or staging area for the contractor's materials or equipment. An area will be needed to temporarily store pipe and equipment. Our review of the area has found that the majority of pipe required at the intersections will occur at the Beverly Drive intersection. Fortunately, this site has space, in the form of a 20' wide alley (pictured), between the swale that is to be constructed, and right-of-way on the south side of Carpenter Road. It is possible that this area can be used as a contractor lay down area. Prior to contractor Notice to Proceed, Nolte will work with the contractor to identify an appropriate location(s) for laydown of staging.



### **SCOPE OF SERVICES**

Nolte has extensive knowledge of and expertise with managing the construction of projects similar to your Carpenter Road traffic signals. Our team has many years of experience working on roadway projects with Caltrans language and requirements. **For example, Nolte is currently working on your Keyes Improvements project, Phase 2, and your Empire Improvements. Both of these projects have some similar qualities to your Carpenter Road traffic signals.**

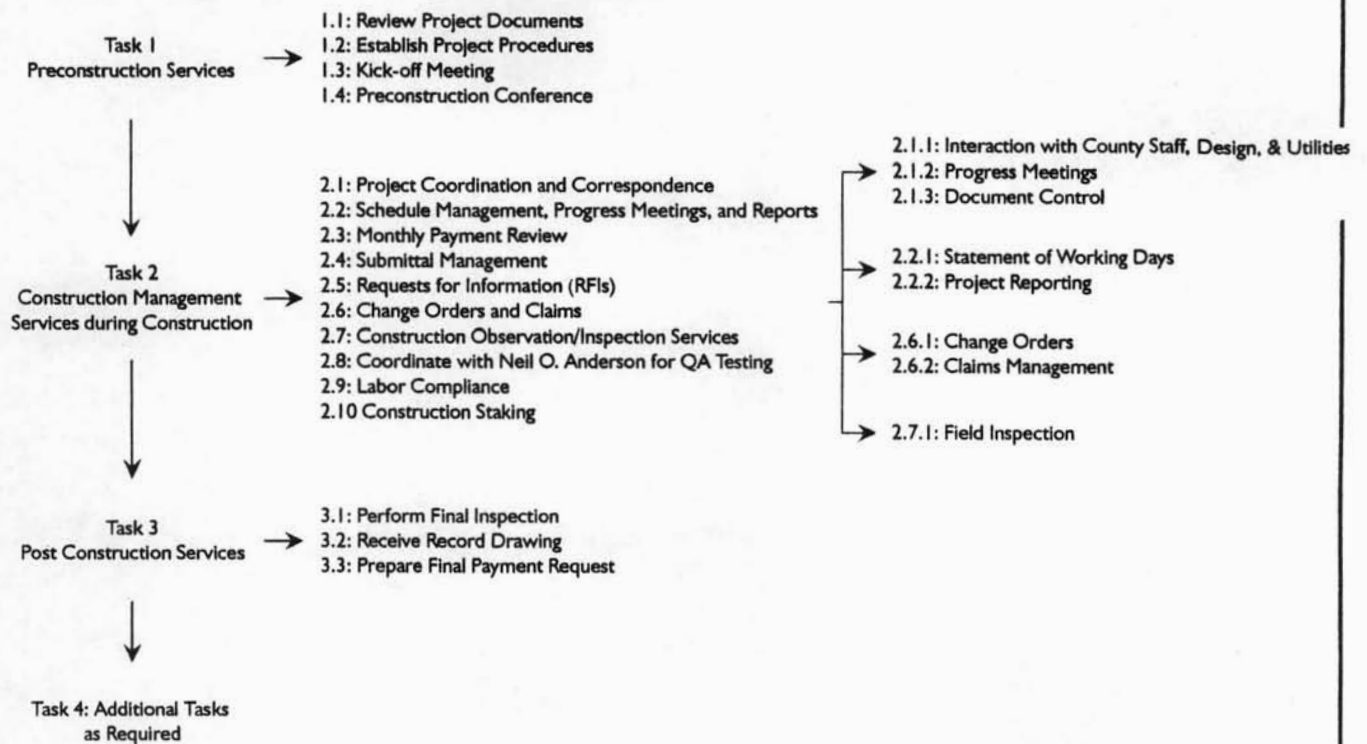
Nolte's team is efficient! We will provide a part-time, licensed resident engineer and a full-time construction inspector for the duration of the contract with additional inspection (if needed) during peak periods. Nolte will also provide administrative support.

Nolte has reviewed and understands the scope of work described in the request for proposal. The following sections address the scope of work that Nolte will provide on your Carpenter Road traffic signals. Major task headings presented below are based on our experience in providing this type of services to the County. **Our CM Process Flow Chart for your project is shown at the top of the following page.**

Nolte understands that Task 1 will occur right away since the construction contractor is being advertised in about a week.

Presented on the following page is a thorough list of construction management services that we anticipate using on your upcoming projects.

## Construction Management Process Flow Chart



### Task I - Preconstruction Services

#### Task I.1 - Review Project Documents

A thorough knowledge of the project prior to the first day of construction is among the most important responsibilities of a construction management team. With this in mind, Nolte has already begun a review of the Carpenter Road signals at Beverly Drive and Robertson Road. We have discussed the project with County staff and Associated Engineering, Inc. to understand the project and identify issues. During our preconstruction services, Nolte's inspector will continue to review the PS&E documents including contract plans, specifications, permits, and utility or property agreements. This review will allow us to quickly become knowledgeable of the project components. Our review will also look for ambiguities and conflicts including inconsistencies between parts of the plans, specifications, and estimates. Furthermore, the review will look for inclusion of key construction and contract administration specifications—such as contract payment requirements, working day durations, and expected contractor submittal review times—which will be important to managing the contractor.

#### Task I.2 - Establish Project Procedures

In preparing to begin the construction of the project, Nolte staff will establish project procedures for the Carpenter Road signals at Beverly Drive and Robertson Road. 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 ARRA requirements. One of the many components of the project procedures is the establishment of our record keeping documentation,

which will follow Caltrans procedures. An example of our project procedures is shown on the following page. This is depicted by the Table of Contents used on our current Keyes Improvements Project, Phase 2 Construction Manual.

### **Task 1.3 - Kick-off Meeting**

Nolte will attend a meeting with the County and Associated Engineering, Inc. to discuss the design, schedule, and to coordinate responsibilities with the construction management team.

### **Task 1.4 - Preconstruction Conference**

Nolte will hold a preconstruction conference with the contractor and their subcontractors 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.

## **Task 2 - Construction Management Services during Construction**

### **Task 2.1 - Project Coordination and Correspondence Interaction with County Staff and Utilities**

Team interaction with these agencies is a primary function of the inspector. 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's Project Manager, Nolte's Manteca office, and appropriate agencies via the internet. In order for the project to run smoothly, Nolte will serve as the main contact for the County, design engineer, contractor, and other agencies.

### **Progress Meetings**

Nolte will hold weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. Monthly meetings to specifically discuss scheduling will also be held to identify work completed and plan of activities for the coming month. We will keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends.

### **Document Control**

When performing construction management activities, an area of importance that cannot be overemphasized is Document Control. Effective control of a construction project cannot be maintained without paperwork—to inform, to change, to expedite, and to provide a permanent record. Nolte will serve as

## **Keyes Infrastructure Improvements Construction Manual | Table of Contents**

### **1.0 PURPOSE**

### **2.0 OVERVIEW**

- 2.1 Introduction
- 2.2 Personnel / Key Contacts
- 2.3 Initial Project Coordination Meeting
- 2.4 Pre-Construction Conference
- 2.5 CM Project Process Overview Flowchart

### **3.0 PROCEDURES**

- 3.1 Staff Responsibilities
- 3.2 Job Site Safety
- 3.3 Nolte Associates Employee Safety Program

### **4.0 PROJECT ADMINISTRATION**

- 4.1 Document Control
- 4.2 List of Project Files
- 4.3 Daily Reports
- 4.4 Daily Extra Work Forms
- 4.5 Contractor Interview Forms
- 4.6 Project Correspondence
- 4.7 Weekly Meetings
- 4.8 Submittals
- 4.9 RFIs
- 4.10 Contract Change Orders
- 4.11 Monthly Progress Reports
- 4.12 Contractor's Schedule
- 4.13 Weekly Statement of Working Days
- 4.14 Video/Photo Progress Records

### **5.0 PAY REQUEST PROCEDURES**

### **6.0 TRAFFIC CONTROL**

- 6.1 Traffic Control and Coordination
- 6.2 Traffic Accident – Procedures

### **7.0 PUBLIC RELATIONS / PUBLIC OUTREACH PROGRAM**

### **8.0 TESTING PROCEDURES AND FREQUENCY**

- 8.1 Materials Testing
- 8.2 Specialty Inspection
- 8.3 Quality Assurance

### **9.0 ENVIRONMENTAL CONTROLS**

#### **9.1 SWPPP**

### **10.0 UTILITY AND AGENCY NOTIFICATIONS REQUIREMENTS**

- 10.1 Schedule Requirements for Notification

### **11.0 RECORD DRAWINGS**

### **12.0 PROJECT CLOSE-OUT**

- 12.1 Project Completion and Acceptance

### **APPENDICES**

- APPENDIX A Abbreviations
- APPENDIX B Project Contact List
- APPENDIX C Sample Forms
- APPENDIX D Nolte Code of Safe Practices
- APPENDIX E Subconsultants Scope of Services

the focal point responsible for the coordination of the required documents. All contract files will be maintained in accordance with Caltrans procedures.

### **Task 2.2 - Schedule Management, Progress Meetings, and Reports**

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 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.

#### **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.

#### **Project Reporting**

A monthly status report will be prepared and submitted to the County project manager. The report will include:

- Progress to date
- Status of submittals and change orders, including our change order log
- Summary statement of working days
- 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.

### **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 the list of 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 Associated Engineering as appropriate. Nolte will coordinate the reviews to ensure consistent and complete reviews.

### **Task 2.5 - Requests for Information**

Nolte will receive and log in contractor Requests for Information (RFI) - requested design clarification requests, during construction. We will work closely with Associated Engineering to respond to contract RFIs. 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 County staff and the contractor to discuss and resolve requests for information.



## Task 2.6 - Change Orders & Claims

### Change Orders

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. A quick and accurate evaluation can help keep the project on schedule and avoid contractor claims. Prior to requesting County approval, all contract change orders will be evaluated and prepared by Nolte's resident engineer/inspector.

An example of a previously utilized CCO Log is shown below.

Sample Contract Change Order Log (Task 2.6)

Keyes Improvement Project, Phase 2 Stanislaus County				
Original Contract Amount		\$13,671,124.45		
CCO #	Description	CCO Amount	Revised Contract \$	Status
001	Change to dewatering bid item (delete unit bid items 88A, 88B, 88C, 88D & 88E; delete fixed price item 88F -\$750K; add new final pay item [lump sum] item 88 \$750K) - net zero change, no change to contract days	\$0.00	\$13,671,124.45	fully executed 3/26/09
002	Eliminate 6" sand bedding for mainline RCP Substitute TV testing for air testing; Oversize manholes - substitute pre-cast structures for cast-in-place; accept 90% compaction	-\$33,200.00	\$13,637,924.45	sent to GRI for signature 6/8/09; sent again 7/7/09; received signed from GRI 7/24/09; delivered to County 7/28/09; signed by RDA 7/29/09; received fully executed 8/7/09
003		-\$6,064.00	\$13,631,860.45	sent to GRI for signature 7/7/09; received signed from GRI 7/24/09; delivered to County 7/28/09; signed by RDA 7/29/09; received fully executed 8/7/09

### 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.

### Task 2.7 - Construction Observation/Inspection Services

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

Daily diaries will be the core of project documentation. In addition to our forms and any forms required by the County, Nolte will keep diaries for each and every date that construction progress occurs.

### **Field Inspection**

Nolte's inspector will assist the contractor's responsible field personnel to produce an acceptable product by:

- Reviewing in detail the contract requirements applicable to the prospective work
- Discussing the contractor's work plans in detail with his responsible field people to highlight special contract requirements and to identify and avoid potential problems
- Observing work preparations, verifying the suitability of these preparations for the work planned, and providing appropriate feedback to those involved
- Identifying construction flaws as soon as possible and exploring possible remedies with those concerned to get an acceptable product
- Observing the construction activity, commenting on progress, and preparing related reports

### **Task 2.8 - Quality Assurance Testing**

Nolte personnel will coordinate with the County's materials testing firm as they provide material testing and quality control for the Carpenter Road traffic signals.

### **Task 2.9 - Labor Compliance**

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 Construction Management team. 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**

Nolte understands that the contractor will provide all construction staking services.

## **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 inspector will conduct a final inspection with representatives of the County, contractor, and appropriate agencies before acceptance of the project.

### **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's inspector will review the individual marked up 'As Built' plans as provided by the contractor. These revisions will be documented on one marked up copy of the project plans.

### **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.

### **Task 4 - Additional Tasks (as required)**

Items that have not been identified in 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.

# schedule of hourly rates

Proposed Staff	Hourly Rate
Brad Riel	\$185.00
Frank Mellor	\$138.00
Jennifer Williams	\$83.00
Bill Ballou	\$138.00

# fee proposal

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The fees for Nolte's services are based on a construction duration of no more than 60 working days with one extra week allowed for completion of final construction punchlist items and/or project completion paperwork. The 60 day construction period is based on an assumed construction Notice to Proceed date issued in the beginning of May 2010 and completed prior to October 2010.

Compensation for the construction observation and administration services will be on a time and materials basis. Rates for staff on the following fee spreadsheet are effective through the end of September 2010. The rates are adjusted annually in October of each year.



**Construction Management for the Carpenter Road Traffic Signals  
Stanislaus County**

DESCRIPTION	OVERSIGHT RESIDENT ENGINEER	RESIDENT ENGINEER/ INSPECTOR	PROJECT ADMIN. ASSISTANT	TOTAL HOURS
<i>Staff Members</i>	<i>Brad Riel</i>	<i>Frank Mellor</i>	<i>Jennifer Williams</i>	
<b>1.1 Review Project Documents</b>		8		8
<b>1.2 Establish Project Procedures</b>	4	2	6	12
<b>1.3 Kick-Off Meeting</b>	2	2	2	8
<b>1.4 Preconstruction Conference</b>	2	2	2	8
<b>Man Hour Total</b>	8	12	10	30
<b>Hourly Rate Charge</b>	\$185.00	\$138.00	\$83.00	
<b>Total Fees Task 1</b>	\$1,480.00	\$1,656.00	\$830.00	\$3,966.00
<b>Construction Management during Construction - Task 2</b>				
<b>2.1 Project Coordination and Correspondence</b>				
<i>Interaction with County Staff, Designer, &amp; Utilities</i>	8	40		48
<i>Progress Meetings</i>		48		48
<i>Document Control</i>	16	40	40	96
<b>2.2 Schedule Management, Meetings, &amp; Reports</b>				
<i>Weekly Statement of Working Days</i>		10		10
<i>Project Reporting</i>		32	20	52
<b>2.3 Monthly Payment Review</b>		24	12	36
<b>2.4 Submittals Management</b>		16		16
<b>2.5 Requests for Information (RFIs)</b>		20		20
<b>2.6 Change Orders and Claims</b>				
<i>Change Orders</i>		20	8	28
<i>Claims Management</i>		8	4	12
<b>2.7 Construction Observation/Inspection Services</b>				0
<i>Field Inspection</i>		240		240
<b>2.8 Quality Assurance Testing</b>		12		12
<b>2.9 Labor Compliance</b>			12	12
<b>2.10 Construction Staking</b>	0	0	0	0
<b>Man Hour Total</b>	24	510	96	342
<b>Hourly Rate Charge</b>	\$185.00	\$138.00	\$83.00	
<b>Total Fees Task 2</b>	\$4,440.00	\$70,380.00	\$7,968.00	\$82,788.00
<b>Final Construction Services - Task 3</b>				
<b>3.1 Perform Final Inspection</b>	4	24		28
<b>3.2 Receive Record Drawings</b>		8	4	12
<b>3.3 Prepare Final Payment Request</b>	4	8	12	24
<b>Man Hour Total</b>	8	40	16	64
<b>Hourly Rate Charge</b>	\$185.00	\$138.00	\$83.00	
<b>Total Fees Task 3</b>	\$1,480.00	\$5,520.00	\$1,328.00	\$8,328.00
<b>Total Estimated Fee</b>	<b>\$7,400.00</b>	<b>\$77,556.00</b>	<b>\$10,126.00</b>	<b>\$95,082.00</b>

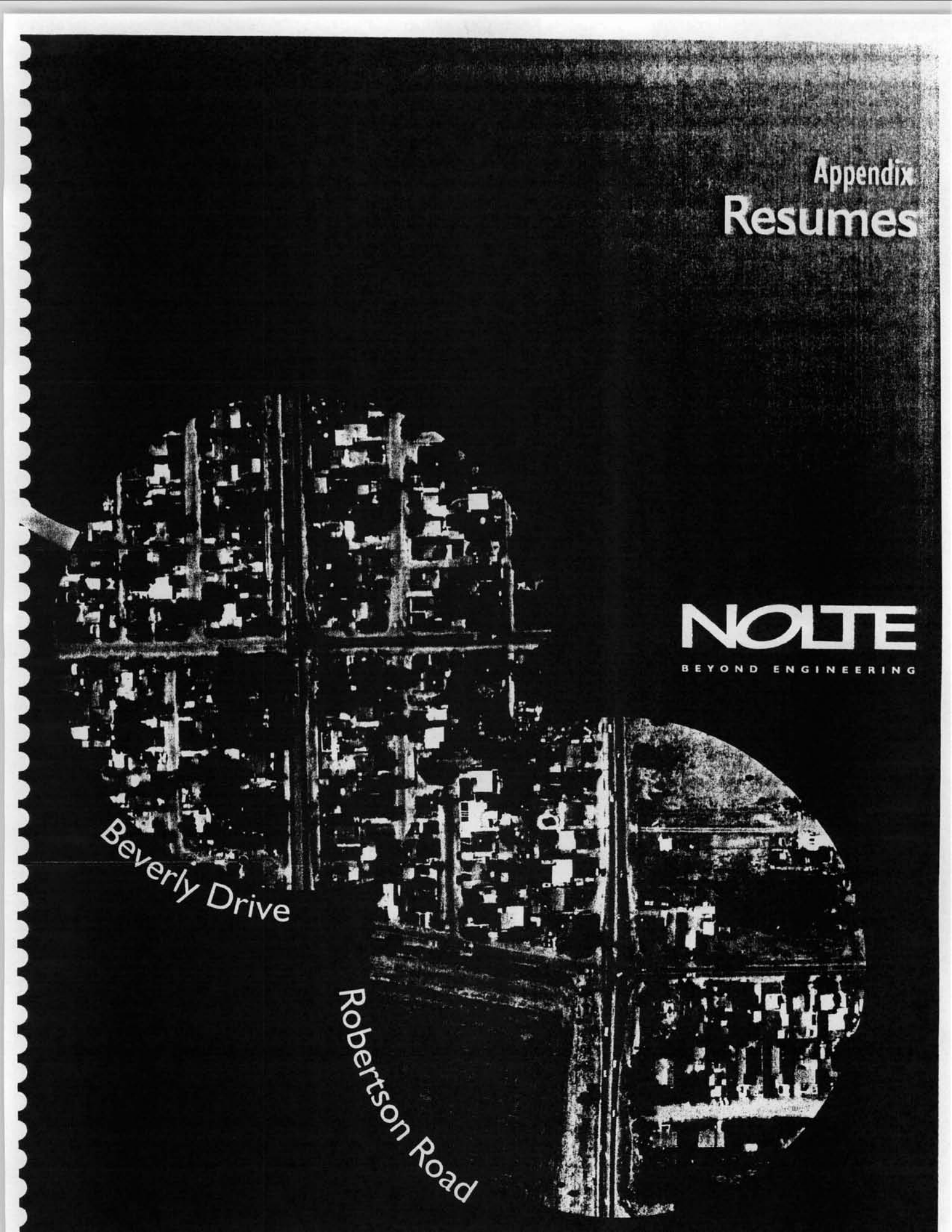
<b>TOTAL NOLTE CM PERSONNEL COSTS</b>	<b>\$95,082.00</b>
<b>VEHICLES (Leasing, maintenance, insurance, gas)</b>	<b>\$4,000</b>
<b>PER DIEM/LODGING</b>	<b>\$4,500</b>
<b>CELL PHONES, OFFICE SUPPLIES, AND MISC. EXPENDITURES</b>	<b>\$500</b>
<b>GRAND TOTAL</b>	<b>\$104,082.00</b>

Appendix  
Resumes

**NOLTE**  
BEYOND ENGINEERING

Beverly Drive

Robertson Road



# Brad Riel, PE

Project Manager/Resident Engineer

## Relevant Project Experience

### Education

- BS Civil Engineering - University of California - Berkeley (1986)

### Registrations

- Professional Engineer - CA #46810 (1991)

- **Elk Grove On-Call Construction Management:** Project manager for on-call construction management and inspection services. Work included several slurry, chip seal, and microsurfacing rehabilitation projects, to roadway widening and curb ramp improvements, to a pedestrian bridge over sensitive wetlands. Some projects required specialized documentation for ARRA funding. Also provided a specialist responsible for all of the City's street light, signalization, and electrical inspection - Elk Grove, CA
- **Grant Line Road/ State Route 99 Interchange Reconstruction Project:** Resident engineer and structures representative for this \$33 million project which involves constructing an eight-lane overcrossing over SR 99, six new on/off ramps, four new signalized intersections, and realignment of local roadways to accommodate the new interchange. During the constructability review, devised new staging plans that avoided utility conflicts at the beginning of the construction, accelerated the bridge construction schedule, and eliminated the need for several temporary freeway ramps to accommodate traffic. The net savings was over three months on the project schedule - Elk Grove, CA
- **SR 99/Jack Tone Road Interchange:** Project manager and resident engineer for the construction management services on this \$15 million project to improve an existing interchange including five new freeway ramps, four bridges, and several new city thoroughfares and parkways. Key elements included utility rerouting of phones and power lines around the site and establishing traffic control measures to keep freeway on-/off-ramps open during construction - Ripon, CA
- **Jack Tone Road Grade Separation:** Resident engineer and project manager for the Jack Tone Road Grade Separation. Project consisted of 3,650 feet of roadway realignment, peripheral access improvements for adjacent property owners, and a new 713-foot long by 43-foot wide cast-in-place, post-tensioned box girder bridge. The structure spans over Burlington Northern Santa Fe Railroad (BNSF), eliminating the existing at-grade crossing adjacent to the intermodal yard. The bridge also crosses the South Fork of Little John Creek and. Therefore, biological and wetland issues were managed throughout construction - Stockton, CA
- **Lathrop Road/UPRR Overcrossing:** Performed a constructability review and served as resident engineer, project manager, and structures representative. The project included 2,740 feet of roadway realignment and a new 286-foot long by 86-foot wide cast in place, post tensioned box girder bridge to eliminate the existing at-grade crossing of the UPRR tracks - Lathrop, CA



# Frank Mellor

Full Time Construction Inspector

## Education

- AA Civil Engineering - Sierra Junior College - Rocklin, CA (1962)

## Certificates

- Water Distribution System Operation and Maintenance - California State University - Sacramento (2002)
- Construction of Quality Hot Mix Asphalt Pavement - Asphalt Institute (2001)
- Radiation Safety and Use of Nuclear Gauges - CPN International (2001)
- Cal/OSHA Compliance - American Board of Industrial Hygiene (2001)
- Contract Review and Revision - DPIC Companies (2000)
- Liability IQ for Architects and Engineers - DPIC Companies (1999)
- Trench Shoring Safety - The Plank Company (1995)
- Qualified Special Inspector - Structural Masonry - Masonry Industry Quality Control Committee (1986)

## Relevant Project Experience

- **Signal and Electrical Inspection:** Served as city electrical inspector for all traffic signal and electrical systems for CIP projects. Project included the SR 99/Grant Line Road Interchange and the SR 99/Sheldon Road Interchange projects. Electrical work consisted of staged signal construction, signal interconnects, freeway metering systems, pump stations, street lighting, and electrical service connections - Elk Grove, CA
- **Keyes Improvements Project - Phase 2:** Field engineer responsible for inspection and periodic project oversight for a new \$14 million storm drain system contained within a residential neighborhood. Unique project features include extensive groundwater dewatering, a new 25 feet deep, subsurface pump station capable of 250 gpm at 25 feet of head, deep excavations for both large diameter pipe and oversized manholes, and above and below ground utility relocations. Working in close proximity to the local resident- Keyes, CA
- **South County Water Supply Program:** Senior field engineer for the construction of 37 miles of 30- to 54-inch pipeline which will carry 150 mgd of treated water. This \$55 million project consisted of five separate contracts with three different contractors performing work. Inspected work including 10 miles of waterline under existing county roads, city streets, SR 99, and I-5. The pipeline ran through four signalized intersections, requiring signal reprogramming during construction and the replacement of advanced loops detectors - San Joaquin County, CA
- **Southport Parkway and Promenade Way Intersection:** Sole inspector for the widening and signalization of new intersection at the entrance to Southport residential development. Project extended Southport one mile and required construction of signals and pedestrian crossing and at the intersection. Project included curb, gutter, sewer, and drainage as well - West Sacramento, CA
- **Southport Development:** Inspector for the approximately 8,000 acre development. Inspected five major signalized intersections, utilities, storm drains, sewer lines, waterlines, curb, gutter, sidewalk, and roadway construction - West Sacramento, CA
- **Various City Projects:** Provided general inspection services for various subdivisions and encroachment permits throughout the City. Projects included curb, gutter, sidewalk, water, sewer, storm drain, grading, and paving. Inspected roadway repairs, replaced drainage systems within existing intersections, and coordinated multiple traffic control operations - West Sacramento, CA

- **Jefferson Boulevard Widening:** Modified signalized intersection to accommodate the widening of the northwest section of the Jefferson and Reed Avenue intersection. Project included storm drain, water, sewer, curb, gutter, and sidewalk - West Sacramento, CA
- **Sunrise Avenue Reconstruction:** Designer, surveyor, resident engineer, and site inspector for 1.5 miles of roadway reconstruction and widening for this Federal Aid project. Widened a two lane County road that included curb, gutter, sidewalk, and underground drainage, to federal standards. Coordinated live traffic control for entire project - Roseville, CA
- **Ridge Road and Hughes Road:** Designer, surveyor, and construction inspector for this Federal Aid funded road project. Improvements were required to increase safety due to proximity of new high school. Project included the relocation of Hughes Road and widening of Ridge Road in order to accommodate new turning lane at revised intersection. Construction included roadway section, curb, gutter, and sidewalk, and drainage built under live traffic - Grass Valley, CA

# Bill Ballou

## Supplemental Inspection

### Relevant Project Experience

#### Education

- BA Mathematics  
- California State  
University - Chico  
(1968)
- Certificate Storm  
Water Pollution  
Prevention Plan  
(SWPPP) Training -  
Caltrans (2007)

- **Keyes Improvements Project - Phase 2:** Inspector for the construction management and inspection for a new \$14 million storm drain system within a residential neighborhood. Daily tasks included utility coordination to minimize resident impact. Unique features include extensive groundwater dewatering, a new 25 feet deep, subsurface pump station capable, deep excavations for both large diameter pipe and oversized manholes, and above and below ground utility relocations. Working in close proximity to the local resident - Keyes, CA
- **EdFund Headquarters Buildings:** Project manager and owner's on-site representative for the developer in the construction of two, new concrete tilt-up, steel-framed buildings totaling 175,666 square feet, including all tenant improvements. Managed both shell construction and tenant improvement fit ups. Responsibilities include: maintaining a project schedule and budget, managing the flow of pre-construction and construction phase documents, and facilitating communication between the contractor, design team, regulatory agencies, the tenant and other affected parties. The facilities house over 600 offices/work stations for the large staff of EdFund, a state enterprise agency that is the second largest guarantor of student loans in the country. The total construction cost was \$30.3 million - Mather, CA
- **Roseville Water Treatment Plant Expansion, Phase III:** Inspector for this \$33 million water treatment plant expansion project. Attended weekly progress meetings with City staff, general contractor, subcontractors and other consultants. Conducted daily field inspections and oversaw specific elements of construction. Created and maintained for tracking purposes, tables outlining specification requirements for individual project components identifying shipping, receiving and storage stipulations; manufacturer rep involvement; pre-operation procedures, individual test and system-wide test requirements. Logged components as they arrived on site and at installation to confirm their compatibility with approved submittals. The project expanded plant capacity from 60 to 100 mgd. The added capacity was accomplished by increasing the sedimentation and filtration capacities at the Water Treatment Plant (WTP), increasing the wash-water handling capacity, and providing facilities to mechanically dewater solids from the treatment process. Construction included two flocculation/sedimentation basins (20 mgd each), four filters, two washwater reclamation basins, a new gravity sludge thickener, and sludge pump station. It also included modifications to the existing chemical feed building, mechanical dewatering and solids handling facilities, a backwash pump station, a flash mix facility, a finish water outfall/pH control building, and access roads - Roseville, CA

# Jennifer Williams

Supplemental Administrative Assistant

## Education

- BA Computer Information Systems - California State University - Hayward (1991)

## Relevant Project Experience

- **Keyes Improvements Project - Phase 2:** Project administrator for a new \$14 million storm drain system contained within a residential neighborhood. Unique project features include extensive groundwater dewatering, a new 25 feet deep, subsurface pump station capable of 250 gpm at 25 feet of head, deep excavations for both large diameter pipe and oversized manholes, and above and below ground utility relocations. Working in close proximity to the local resident - Keyes, CA
- **South County Water Supply Program:** Project administrator for the construction of 37 miles of 30- to 54-inch pipeline which will carry 150 mgd of treated water. This \$55 million project consisted of five separate contracts with three different contractors performing work. Role included overseeing five sections of the pipeline and turnout facilities. Her role included processing and managing all project documentation (including RFIs, change orders, pay requests) and attending and documenting project meetings with the owner, project team, and outside agencies using an expedition database for file storage - San Joaquin County, CA
- **Roseville Water Treatment Plant:** Project administrator responsible for providing assistance with constructability review on 90% submittal, 99% submittal and final submittal - Roseville, CA
- **Tuolumne County Sanitation District WWTP Improvements Phases I & 2:** Provided office engineering and project administrative support. Coordinated/formatted/reproduced all documents for the project including preliminary design reports and 60%, 90% and final submittals. Responsibilities include tracking correspondence, coordinating project filing, and creating and formatting specifications for project construction - Tuolumne County, CA
- **Manteca WQCF Phase III Expansion, Schedule D:** Project administrator responsible for processing and managing submittals and RFIs; organizing and managing project documentation (electronic and hard-copy files), including correspondence, change order requests, meeting notes, reports and project specifications - Manteca, CA
- **Tara Park Wastewater Pump Station:** Project administrator responsible for processing and managing submittals and RFIs; organizing and managing project documentation (electronic and hard-copy files), including correspondence, change order requests, meeting notes and reports - Manteca, CA
- **Groveland CSD Water Treatment Plant Disinfection Modifications:** Role includes processing and managing submittals and RFIs; organizing and managing project documentation (electronic and hard-copy files), including correspondence, change order requests, meeting notes, reports, and project specifications - Groveland, CA



# Gordon Berg

Electrical Inspector (As Needed)

## Relevant Project Experience

### Education

- BS Civil Engineering - Fresno State College (1963)

- **Northgate Boulevard-Arden Garden Intersection and Bridge:** Resident engineer and inspector for the widening of Northgate Boulevard including the widening of the seven span structure and installation of a new traffic signal at the Northgate Boulevard/Arden-Garden intersection - Sacramento, CA
- **Pershing at Harding Way Intersection:** Lead inspector for a new signalized intersection and roadway widening for Pershing Avenue between Walnut Street and Willow Street - Stockton, CA
- **Anderson Road Bridge at Orestimba Creek:** Resident engineer for this bridge replacement project. Work included constructing a temporary detour across Orestimba Creek. A new four-span reinforced concrete bridge was constructed in its place along with several hundred feet of new approach roadway - Stanislaus County, CA
- **Caltrans District 9 and 10 Construction Management:** Assistant resident engineer on team providing construction management and inspection services for several electrical projects. Duties included inspecting all day-to-day construction activities - Central Valley, CA
- **Grant Line Road/SR 99 Interchange Reconstruction Project:** Assistant resident engineer and structure representative for replacing the existing two-lane freeway overcrossing with a structure designed to accommodate eight lanes. It also includes four new signalized intersections, six new on/off ramps, and realignment of local roadways to accommodate the new interchange - Elk Grove, CA
- **State Route 99/Jack Tone Road Interchange:** Assistant resident engineer and structure representative on this \$15 million project which consisted of improvements to an existing interchange, including five new freeway ramps, four bridges, and several new city thoroughfares and parkways. Key elements included installation of signals at three locations, and establishing traffic control measures to keep freeway on-/off-ramps open during construction - Ripon, CA
- **State Route 4 Signalization:** Electrical inspection services for the signalization and left turn channelization on Route 4 at the intersection of Navy Drive/Stockton Street. Also provided light and signalization inspection - Stockton, CA
- **Route 12 Signal Installation:** Inspection services for a signal installation located in San Joaquin County near Clements at the Highway 88 intersection. Work at various locations included inspection of all electrical (lights and signalization), roadway excavation, grinding, AC paving and striping - Clements, CA

# Ryan Wilson, EIT

Electrical Inspector (As Needed)

## Relevant Project Experience

### Education

- BS Civil Engineering - Fresno State College (1963)

- **Keyes Improvements Project - Phase 2:** Field engineer currently responsible for inspection for a new \$14 million storm drain system contained within a residential neighborhood. Unique project features include extensive groundwater dewatering, a new 25 feet deep, subsurface pump station, deep excavations for both large diameter pipe and oversized manholes, and above and below ground utility relocations. Specialized tasks consisted of materials testing coordination and joint testing per ASTM standards. Working in close proximity to the local residents, daily tasks also included maintaining strict traffic control requirements, public outreach, and utility coordination to minimize resident impact - Keyes, CA
- **Grant Line Road/ SR 99 Interchange Reconstruction Project:** Inspector responsible for daily inspection and office related tasks. This \$33 million project involved replacing the existing two-lane freeway overcrossing with a structure designed to accommodate eight lanes. It also included six new on/off ramps, four new signalized intersections, and realignment of local roadways to accommodate the new interchange. Field related tasks and daily inspections incorporated aspects of both transportation work and bridge construction. Field inspection included earthwork, paving, concrete flatwork, bridge construction, and erosion control. Office related tasks included as-built preparation, final cost analysis, punch list development, and CPM schedule review - Elk Grove, CA
- **Asphalt Concrete Overlay and Curb Ramp Improvements:** Field engineer responsible for the inspection of roadway reconstruction and PCC curb ramp reconstruction. Key elements of this project included base repairs, striping, and the placement of asphalt concrete, PCC concrete, geogrid, and leveling course. Ramp reconstruction had to meet strict ADA compliance requirements before acceptance. Office related tasks included daily field reports, progress pay estimates, attendance and input at weekly meetings, correspondence, CCOs, quantity resolution and project closeout - Elk Grove, CA
- **Wheeler Ridge Road/Interstate 5 Overcrossing:** Field engineer responsible for assisting the resident engineer in a comprehensive falsework system analysis for a 340 foot long, cast-in-place, post-tensioned concrete box girder bridge. Work consisted of determining the loads and calculating the limit states for all critical components including stringers, posts, pads, caps, joists, braces, and corbels. Further work included camber strip design, falsework overhang design checks, and column formwork and cable bracing design checks - Kern County, CA

**EXHIBIT C**

**CONSULTANTS FEE SCHEDULE**

**Construction Management for the Carpenter Road Traffic Signals  
Stanislaus County**

DESCRIPTION	OVERSIGHT RESIDENT ENGINEER	RESIDENT ENGINEER/ INSPECTOR	PROJECT ADMIN ASSISTANT	TOTAL HOURS
<i>Staff Members</i>	<i>Brad Riel</i>	<i>Frank Mellor</i>	<i>Jennifer Williams</i>	
<b>Preconstruction Services - Task 1</b>				
1.1 Review Project Documents		6		6
1.2 Establish Project Procedures	4	2	6	12
1.3 Kick-Off Meeting	2	2	2	6
1.4 Preconstruction Conference	2	2	2	6
<b>Man Hour Total</b>	<b>8</b>	<b>12</b>	<b>10</b>	<b>30</b>
<b>Hourly Rate Charge</b>	<b>\$185.00</b>	<b>\$138.00</b>	<b>\$83.00</b>	
<b>Total Fees Task 1</b>	<b>\$1,480.00</b>	<b>\$1,856.00</b>	<b>\$830.00</b>	<b>\$3,966.00</b>
<b>Construction Management Services During Construction - Task 2</b>				
2.1 Project Coordination and Correspondence				
<i>Interaction with County Staff, Designer, &amp; Utilities</i>	8	40		48
<i>Progress Meetings</i>		48		48
<i>Document Control</i>	16	40	40	96
2.2 Schedule Management, Meetings, & Reports				
<i>Weekly Statement of Working Days</i>		10		10
<i>Project Reporting</i>		32	20	52
2.3 Monthly Payment Review		24	12	36
2.4 Submittals Management		16		16
2.5 Requests for Information (RFIs)		20		20
2.6 Change Orders and Claims				
<i>Change Orders</i>		20	8	28
<i>Claims Management</i>		8	4	12
2.7 Construction Observation/Inspection Services				0
<i>Field Inspection</i>		240		240
2.8 Quality Assurance Testing		12		12
2.9 Labor Compliance			12	12
2.10 Construction Staking	0	0	0	0
<b>Man Hour Total</b>	<b>24</b>	<b>510</b>	<b>96</b>	<b>342</b>
<b>Hourly Rate Charge</b>	<b>\$185.00</b>	<b>\$138.00</b>	<b>\$83.00</b>	
<b>Total Fees Task 2</b>	<b>\$4,440.00</b>	<b>\$70,380.00</b>	<b>\$7,968.00</b>	<b>\$82,788.00</b>
<b>Post Construction Services - Task 3</b>				
3.1 Perform Final Inspection	4	24		28
3.2 Receive Record Drawings		8	4	12
3.3 Prepare Final Payment Request	4	8	12	24
<b>Man Hour Total</b>	<b>8</b>	<b>40</b>	<b>16</b>	<b>64</b>
<b>Hourly Rate Charge</b>	<b>\$185.00</b>	<b>\$138.00</b>	<b>\$83.00</b>	
<b>Total Fees Task 3</b>	<b>\$1,480.00</b>	<b>\$5,520.00</b>	<b>\$1,328.00</b>	<b>\$8,328.00</b>
<b>Total Estimated Fee</b>	<b>\$7,400.00</b>	<b>\$77,556.00</b>	<b>\$10,126.00</b>	<b>\$95,082.00</b>

<b>TOTAL NOLTE CM PERSONNEL COSTS</b>	<b>\$95,082.00</b>
<b>VEHICLES (Leasing, maintenance, insurance, gas)</b>	<b>\$4,000</b>
<b>PER DIEM/LODGING</b>	<b>\$4,500</b>
<b>CELL PHONES, OFFICE SUPPLIES, AND MISC. EXPENDITURES</b>	<b>\$500</b>
<b>GRAND TOTAL</b>	<b>\$104,082.00</b>



**EXHIBIT D**

**PROJECT SCHEDULE TO BE DETERMINED**