

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

DEPT: Public Works *mlm*

BOARD AGENDA # \*C-1

Urgent  Routine

AGENDA DATE September 25, 2012

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval of an Agreement with Nolte Vertical Five (NV5) to Perform Construction Management Services for the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project

STAFF RECOMMENDATIONS:

1. Approve the agreement with NV5 to perform Construction Management Services for the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project.
2. Authorize the Director of Public Works to execute the agreement with NV5 for \$4,371,275.91 and to sign necessary documents.
3. Authorize the Director of Public Works to extend the agreement if deemed necessary.

FISCAL IMPACT:

The anticipated cost for Construction Management Services for this project is \$4,371,275.91. This cost will be 100% funded with Proposition 1B - State Route 99 Bond Savings funds. On June 27, 2012, the California Transportation Commission allocated \$37.1 million for the construction phase of the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project. Funds are available in the current year Public Works' Road Projects budget.

BOARD ACTION AS FOLLOWS:

No. 2012-494

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2)        Denied

3)        Approved as amended

4)        Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of an Agreement with Nolte Vertical Five (NV5) to Perform Construction Management Services for the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project

### **DISCUSSION:**

Stanislaus County, in cooperation with Caltrans District 10, proposes to reconstruct the State Route 99/State Route 219 (Kiernan Avenue) Interchange in the community of Salida. This project will help facilitate future growth, help alleviate traffic congestion, and will improve the operation of this interchange. Increasing the efficiency of the interchange will also encourage the free flow of goods and services for the region and the State. Two build alternatives and the no-build alternative were proposed and studied for this interchange. Alternative #1 was the preferred alternative and has been estimated to cost approximately \$46 million (in today's dollars) for environmental, design, right-of-way acquisitions, utility relocations, and construction. The Stanislaus County Public Facilities Fees and environmental mitigation fees funded the environmental, design, right-of-way phase, and utility relocations. The State Route 99 Bond Savings funds (\$37.1 million) will cover 100% of the construction management and construction phase of the project.

The proposed interchange improvements include reconstruction of the existing interchange to provide improved operations for turning movements to and from State Route 99, as well as associated local road improvements at adjacent intersections.

Caltrans obtained California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance on May 25, 2011. An Initial Study with Mitigated Negative Declaration/Environmental Assessment with Finding of No Significant Impact was prepared, circulated, approved, and adopted by Caltrans. The Board of Supervisors adopted the environmental document on July 17, 2012.

The design phase of the project, including right of way certification, was completed on May 14, 2012 and was adopted by the Board of Supervisors on July 17, 2012. To assure project funding using Proposition 1B - State Route 99 Savings money, it is imperative to have the project advertised and awarded by the end of the 2012 calendar year.

To ensure that this large-scale project is constructed to state and local standards, within budget and on schedule, it is imperative that Public Works hire a construction management consultant with specific knowledge and experience in constructing projects of this type. Some of the unique features of this project include drilled pier footings in ground water conditions, the placement of pre-cast wide flange girders for the bridge, bridge deck construction, complex construction staging, and a very deep storm drain lift station requiring complex shoring and dewatering.

## Approval of an Agreement with Nolte Vertical Five (NV5) to Perform Construction Management Services for the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project

In late April of 2012, Public Works staff released a Request for Proposals for Construction Management Services for the project. In late May 2012, the Department received proposals from the four Construction Management firms listed below.

- Nolte Vertical Five
- Zoon Engineering
- Hill International
- Caltrop Corporation

A selection committee of five reviewed, evaluated, and ranked the proposals. Proposals were ranked using the following criteria:

- **Work Plan:** includes understanding of the project Scope of Work, the proposed approach, methods, and tasks, project schedule, and any unique/creative approaches to complete the services.
- **Experience and Capabilities:** includes the firm's specialized experience directly relating to this project and evidence of ability to complete the work within schedule and budget.
- **Team:** includes the specialized experience of key personnel (construction manager, resident engineer, public outreach, traffic management and/or sub-consultants), their time commitment in the areas assigned, and estimated labor hours.
- **Overall Proposal Quality and References:** includes general responsiveness, clarity of presentation, and comments received from references.

Nolte Vertical Five was the firm that was unanimously ranked the highest. In addition to bringing specialty construction inspection and contract administration experience to the project, NV5 will also be providing the quality assurance testing on all the construction materials, construction surveying for project layout, traffic management, and public relations services. NV5 has vast experience in managing large interchange projects on the State Highway System. Their experience will enable the Department to successfully deliver this State bond funded project.

In order to begin the Construction Management of the project prior to opening bids in October of 2012 for the construction phase, Public Works staff recommends that the Board of Supervisors approve the agreement with Nolte Vertical Five.

Approval of an Agreement with Nolte Vertical Five (NV5) to Perform Construction Management Services for the State Route 99/State Route 219 (Kiernan Avenue) Interchange Project

The following tentative schedule is provided:

| <b>EVENT DESCRIPTION</b>                   | <b>ANTICIPATED DATE</b>           |
|--------------------------------------------|-----------------------------------|
| Board Approval of Plans and Specifications | July 17, 2012                     |
| Project Advertisement                      | September 4 thru October 16, 2012 |
| Approve Agreement with NV5                 | September 11, 2012                |
| Bid Opening                                | October 17, 2012                  |
| Board Approval of Contract                 | December 11, 2012                 |
| Notice to Proceed                          | February/March 2013               |
| Complete Construction                      | October 2015                      |

**POLICY ISSUES:**

The recommended actions are consistent with the Board's priorities of providing A Safe Community, A Healthy Community and A Well Planned Infrastructure System by providing a reconstructed interchange of Kiernan Avenue that will be functionally operational and safe for the traveling public.

**STAFFING IMPACT:**

There is no staffing impact associated with this item.

**CONTACT PERSON:**

Matt Machado, Public Works Director, (209) 525-4130

**STANISLAUS COUNTY**  
**ADDENDUM TO THE PROFESSIONAL DESIGN SERVICES AGREEMENT**

Consultant: Nolte Vertical Five  
Project: SR 99/SR 219 (Kiernan) Interchange  
Construction Management Services

In addition to, and notwithstanding, the requirements set forth in the Professional Design Services Agreement, CONSULTANT agrees to the following:

**1. SUBCONTRACTING**

A. The CONSULTANT shall perform the Services with resources available within its own organization; and no portion of the work pertinent to this agreement shall be subcontracted without written authorization by the COUNTY, except that, which is expressly identified in the approved Cost Proposal.

B. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all the provisions stipulated in this agreement to be applicable to subcontractors.

C. Any substitution of subcontractors must be approved in writing by the COUNTY.

**2. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the agreement without liability; to pay only for the value of the work actually performed; or to deduct from the agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**3. DEBARMENT AND SUSPENSION CERTIFICATION**

A. The CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

#### **4. CONFLICT OF INTEREST**

A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this agreement, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this agreement, or any ensuing COUNTY construction project, which will follow.

B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

C. Any subcontract in excess of \$25,000 entered into as a result of this agreement, shall contain all of the provisions of this Article.

D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this agreement shall be eligible to bid on any construction agreement, or on any agreement to provide construction inspection for any construction project resulting from this agreement.

#### **5. SALARY ESCALATION**

The CONSULTANT will be allowed salary increases as shown in EXHIBIT C.

#### **6. EQUIPMENT PURCHASE**

A. Prior authorization, in writing, by the COUNTY shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in the CONSULTANT'S Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this agreement is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or credit at the conclusion of the agreement, or if the agreement is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY."

D. All subcontracts in excess \$25,000 shall contain the above provisions.

## **7. COST PRINCIPLES**

A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to the COUNTY.

## **~~8. REIMBURSEMENT OF TRAVEL & SUBSISTENCE~~**

~~COUNTY agrees to pay pre-approved travel and subsistence expenses per the County's Travel Policy.~~

## **9. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONSULTANT, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the agreement, including but not limited to, the costs of administering the agreement. All parties shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under the agreement. The state, the State Auditor, COUNTY, FHWA, or any duly authorized representative of the federal government shall

have access to any books, records, and documents of the CONSULTANT that are pertinent to the agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

#### **10. PERFORMANCE PERIOD**

A. This agreement shall go into effect on September 25, 2012, contingent upon approval by the COUNTY, and the CONSULTANT shall commence work after notification to proceed by the COUNTY. The agreement shall end on January 1, 2016 unless extended by agreement amendment.

B. The CONSULTANT is advised that any recommendation for agreement award is not binding on the COUNTY until the agreement is fully executed and approved by the COUNTY.

#### **11. TERMINATION**

The COUNTY reserves the right to terminate this agreement upon thirty (30)-calendar days written notice to the CONSULTANT with the reasons for termination stated in the notice.

#### **12. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING CLAUS**

A. The CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by



Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

### **13. CONFIDENTIALITY OF DATA**

A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY'S operations, which are designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY'S actions on the same, except to the COUNTY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY, and receipt of the COUNTY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

### **14. STATE PREVAILING WAGE RATES**

A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 177, and all federal, state, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

### **15. INSPECTION OF WORK**

The CONSULTANT and any subcontractor shall permit the COUNTY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**16. FUNDING REQUIREMENTS**

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

B. This agreement is valid and enforceable only, if sufficient funds are made available to the COUNTY for the purpose of this contract. In addition, this agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature or COUNTY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

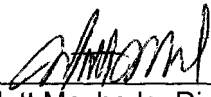
D. The COUNTY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

**17. REIMBURSEMENT OF TRAVEL & SUBSISTENCE**

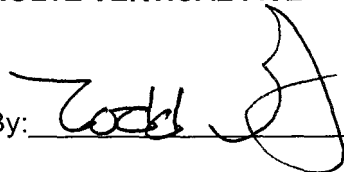
Travel and substances to be reimbursed shall be the actual cost incurred but not to exceed the rates stipulated in the "Caltrans Travel Guide, Consultant/Contractors Travel Policy" that can be accessed from the webpage: <http://www.dot.ca.gov/hq/asc/travel/ch12.htm>

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

**COUNTY OF STANISLAUS**

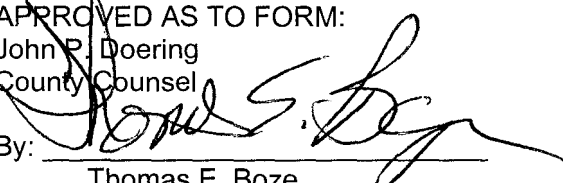
By:   
Matt Machado, Director  
Department of Public Works

**NOLTE VERTICAL FIVE**

By: 

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

By: TODD GEORGE  
VICE PRESIDENT

Board Resolution No.: 2012-494

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Nolte Vertical Five  
Construction Management Services  
State Route 99/State Route 219 (Kiernan Avenue) Interchange Project

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 Vertical Five, 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. 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. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

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

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.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## 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 Four Million Three Hundred Seventy-One Thousand Two Hundred Seventy-Five and 91/100 dollars (\$4,371,275.91). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, overhead, and fee. The rates stated in the

Fee Schedule are not adjustable during the term of this Agreement. The County may retain ten percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

2.2. Reimbursements. In addition, the Consultant will be reimbursed for direct costs, other than salary costs, that are identified in the Schedule of Other Direct Costs. 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 (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County 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 or 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, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of

insurance for purposes of this Agreement. The insurance listed below shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (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), 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 Two Million Dollars (\$2,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000), 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 and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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) Ongoing 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. 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 of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers 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. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

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 three (3) years 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, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnatee") 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, (collectively, "losses") 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. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnatee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

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 and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnatee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days 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.

6.5. The foregoing provisions shall survive the term and termination of 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: Todd George, P.E.
- b. Lead/Manager: Dan Schultes, P.E.

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 Manager  
1716 Morgan Road  
Modesto, California 95358

**If to Consultant:**

Nolte Vertical Five  
Attn: Todd George, Project Manager  
1215 W. Center Street  
Manteca, CA 95337

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

7.11. Confidentiality: The Consultant agrees to keep confidential all information

obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless such disclosure is required by law.

7.12. 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.

7.13. 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.

7.14. 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.

7.15. 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.

7.16. 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.

7.17. 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.

7.18. 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.

7.19. 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.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. 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.

7.22. 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.


7.23. 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.

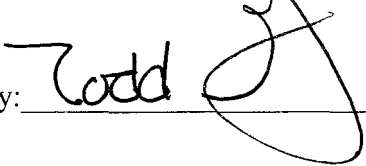
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

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

**COUNTY OF STANISLAUS**

**NOLTE VERTICAL FIVE**

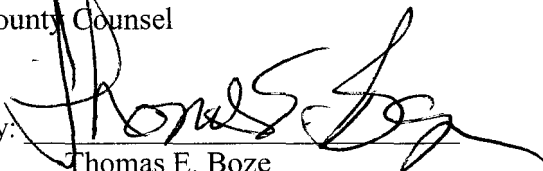
By:   
Matt Machado, Director  
Department of Public Works

By: 

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

By: TODD GEORGE  
VICE PRESIDENT

By:   
Thomas E. Boze  
Deputy County Counsel

Board Resolution No. 2012-494

**EXHIBIT A**  
**COUNTY'S REQUEST FOR PROPOSAL**

## SR 99/SR 219 (Kiernan Avenue) Interchange Project Construction Management Services Tentative Selection Schedule

- Release Requests for Proposal Monday, April 23, 2012
- Proposals Due Friday, May 25, 2012
- Consultant Interviews Tuesday, June 12, 2012
- Selection Notification Thursday, June 14, 2012
- Pre-Award Audit by Caltrans June/July 2012 (30-45 days)
- Stanislaus County Board Approval of Contract Tuesday, August 7, 2012
- Notice to Proceed August 2012

Selection Panel to consist of:

Stanislaus County Public Works Department  
Stanislaus County Public Works Department  
Stanislaus County Public Works Department  
Stanislaus County Public Works Department

Matt Machado  
Laurie Barton  
Chris Brady  
Bryan Voyles



## SR 99/SR 219 (Kiernan Avenue) Interchange Project

### Request for Proposals to Provide:

- Pre-Construction/Construction Oversight
- Public Outreach
- Traffic Management Plan Review/Coordination
- Soils/Material Testing Services
- Construction Surveying

**Proposals Must Be Received By:  
Friday, May 25, 2012, by 5:00 p.m.**

Chris Brady, P.E.  
Stanislaus County Department of Public Works  
1716 Morgan Road  
Modesto, CA 95358  
(209) 525-4130

All questions and comments regarding this Request for Proposals or the project shall be in writing and directed to:

Chris Brady, P.E.  
Stanislaus County Department of Public Works  
Project Manager  
(209) 262-5887  
(209) 541-2506 fax  
bradyc@stancounty.com

# **Construction Management, Public Outreach, Traffic Management Coordination Services, Soils/Material Testing, and Construction Surveying Services**

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## **I. INTRODUCTION & BACKGROUND**

The Stanislaus County Department of Public Works (County) is soliciting proposals for construction management oversight, public outreach, traffic management coordination, soils/materials testing services, and construction surveying. The requested services will be for the SR 99/SR 219 (Kiernan Avenue) Interchange project. The County is the administering agency for the construction of the interchange project.

Stanislaus County, in cooperation with Caltrans District 10, proposes to reconstruct the SR 99/SR 219 (Kiernan Avenue) interchange in the community of Salida. This project will help facilitate future growth, help alleviate traffic congestion, and will improve the operation of this interchange. Increasing the efficiency of the interchange will also encourage the free flow of goods and services for the region and the State. The proposed interchange improvements include reconstruction of the existing interchange to provide improved operations for turning movements to and from State Route (SR) 99, as well as associated local road improvements at adjacent intersections.

The overall project is being funded by the Stanislaus County Public Facilities Fees, environmental mitigation fees, and the State Route 99 Proposition 1B Bond Savings funds. The Bond Savings funds will provide up to \$35 million toward the construction phase of the project. The advertisement and award of the construction contract for this project are dependent on the bond funding being allocated to the project. This funding allocation will be determined on Wednesday, June 27, 2012 by the California Transportation Commission (CTC). Therefore, the award of this consultant contract is also dependent on the allocation of the bond funds to this project.

## **II. PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)**

The purpose of this RFP is to select a qualified consultant to assist the County with Construction Management Oversight, Public Outreach, Traffic Management Coordination, Soils/Materials Testing, and Construction Surveying. The result of this RFP process will be to select a consultant to contract with the County to perform requested services. Prior to the agreement being executed, the consultant will be subject to a pre-award audit by Caltrans. The pre-award audit examines the consultant's accounting, estimating, administrative systems, proposed costs, and financial condition. The audit is as broad in scope as necessary to meet the objectives found in Exhibit 10-M "Standard Audit Program Procedures" of the Local Assistance Procedures Manual.

The current project schedule and budget is as follows:

### **SR 99/SR 219 (Kiernan Avenue) Interchange**

|                                 |                        |
|---------------------------------|------------------------|
| Construction Contract Advertise | September/October 2012 |
| Construction Contract Award     | November 2012          |
| Construction Schedule           | January 2013-June 2015 |
| Construction Cost Estimate      | \$30,400,000           |

### III. SCOPE OF SERVICES

CONSULTANT shall furnish Construction Management personnel to coordinate CONSULTANT operations with the COUNTY. For this RFP Construction Management personnel shall include but not limited to a Contract Administrator/Construction Manager/Resident Engineer, Roadway and Bridge/Structures inspector, and Assistant Resident Engineer and shall be responsible for all matters related to CONSULTANT personnel and coordinated construction activities under this contract. The Resident Engineer shall be a Civil Engineer, registered in the State of California. The COUNTY will also have one engineer assigned specifically to the project to be onsite for the project duration to aid in the overall contract administration and construction management, including but not limited to, construction inspections, storm water compliance, quantity calculations, progress payments, claim avoidance, labor compliance, and public relations.

The Contract Administrator/Construction Manager/Resident Engineer shall be responsible for construction oversight, which includes but is not limited to the overall contract administration and contract compliance, contract change order review, schedule changes, traffic management handling analysis, to assist with public outreach and coordinate with other construction projects to help avoid significant traffic delays.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to the COUNTY for review and approval prior to assignment to the Project. The COUNTY and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by the COUNTY. If, in the opinion of the COUNTY, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to the COUNTY, the COUNTY may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the CONSULTANT firm shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project per acceptance of the COUNTY Project Manager.

The typical workday includes all hours worked by the construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Construction Manager/Resident Engineer, with concurrence from the COUNTY, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with the COUNTY, Caltrans, and permitting agencies during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the project plans, specifications & estimates (contract plans and special provisions).

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, and Cooperative Agreement 10-355 (attached) except as noted in the special provisions.

#### **IV. DUTIES AND RESPONSIBILITIES**

##### Task 1 – Preconstruction Services

Review plans and specifications and provide a list of items to the County Project Manager on potential conflicts, constructability issues, value-engineering opportunities and consistency between the plans, specifications and estimates.

- 1.1 Assist in evaluation of bids received.
- 1.2 Review contract plans, specifications, permits and agreements.
- 1.3 Review Resident Engineer files. Resident Engineer's files consist of design engineer memos to Resident Engineers, and technical reports and studies.
- 1.4 Review the project schedule which includes all preconstruction and utility relocations by others, and notification timelines noted on all permits, agreements, and contract documents. Upon receipt of contractor's schedule, evaluate and confer with the County Resident Engineer regarding workability of the schedule or suggest changes that may improve the schedule.
- 1.5 Attend Project Development Team meetings to discuss design features. The intent of this meeting is to participate during the design phase (preconstruction phase), meet key staff, and review contract administration procedures.
- 1.6 Review any material related to dispute resolution with contractor's methodologies, policies, and procedures. Work with the County Resident Engineer to assist as necessary.
- 1.7 Schedule, coordinate, host a preconstruction meeting with the Contractor, County, and Caltrans.

##### Task 2 - Construction Management Services During Construction

This task includes construction management oversight, project observation/inspection during construction. Consultant management services shall be in accordance with the Caltrans Construction Manuals. Services include the following:

- 2.0 Mobilization

- Coordinate with contractor for proper set up and organization of a field office. Office space for the Construction Management team will be provided by the contractor.

## 2.1 Project Coordination and Correspondence

- Coordinate and assist as necessary with contractors, surveyors, material testers, the design engineer, other agencies, utility companies, and other parties.
- Maintain close contact with the County Project Manager, County onsite Resident Engineer and Design Engineering firm on all correspondence.
- Review all County and/or Consultant Resident Engineer and Contractor correspondence as necessary. Coordinate with applicable parties, as required, to assist in developing responses as necessary.
- Schedule, Coordinate, and Attend weekly, or as necessary, construction contract coordination meetings with the Contractor.
- Perform labor compliance reviews and correspond with contractor with any outstanding issues.

## 2.2 Schedule Management, Progress Meetings, and Reports

- Review planned schedule for conformance with the specifications and for reasonableness of the sequence and duration of the activities.
- Review work progress as compared to the planned schedule and inform the County Project Manager and advise the County upon request of schedule slippage. Analyze schedule to determine impact of weather and change orders. Obtain from Resident Engineer updates of construction schedule incorporating actual progress, weather delays, and change order impacts. Resident Engineer to analyze negotiated time extensions due to change orders and other delays, report to the County Project Manager.
- Prepare and submit a monthly progress report to the County Project Manager describing key issues, cost status, and schedule status.

## 2.3 Payment Recommendations

- Review Contractor's initial schedule of values for reasonableness and ease of monitoring.
- Review quantities submitted with monthly progress payment requests, analyze differences over amount.
- Prepare and submit monthly progress payment spreadsheet to the County Project Manager for payment processing.

## 2.4 Requests for Information (RFI) and Material Submittals

- Review and monitor all Requests for Information (RFI) from Contractor.
- Review, respond, and/or track responses to RFI related to construction issues.
- Relay design-related RFI to Design Engineer. Process response to contractor in a timely manner.
- Attend meetings with the County Resident Engineer, Contractor and other parties, as needed, to discuss and resolve any outstanding RFIs.
- Collect, log, review, distribute, track, and respond to all material submittals submitted by the contractor.

## 2.5 Contract Change Orders (CCOs)

- Review ALL change orders related to construction issues based on drawings, specifications, and other design information from Engineer firm.
- Perform change order analysis, including reviewing: logs of proposed change orders, change order quotations from Contractor, negotiated change order costs, time extensions, processing final negotiated change orders, and effect of approved change orders in progress payment breakdowns.
- Prepare CCOs and recommendations to accompany change order documents and forward to the County Project Manager for review and approval.

## 2.6 Construction Observation/Inspection Services

- Provide day-to-day on-the-job observation/inspection of all construction work on the project. Consultant inspectors shall make reasonable efforts to guard the County and Caltrans against defects and deficiencies in the work of the Contractor and to ensure provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities; take progress photographs and bind and label them; review contractor record drawing markups; punch lists; coordinate with the County Resident Engineer for final inspection; and assist with all other matters relating to construction of the project.
- Consultant shall have access to a California Licensed Landscape Architect for purposes of aiding on inspections and approval of materials for all landscape features on the project.
- Prepare monthly progress payment recommendations by making measurements of bid items on the project cost breakdown, checking the percent complete in the field, and assisting with Contractor meetings to resolve any differences in percent complete.

## 2.7 Claims Management

- Review additional compensation claims that are submitted during the construction period.

- Provide claim administration, including coordinating and monitoring claims response preparation, logging claims, and tracking claims status. Prepare any necessary documentation for use in dispute resolution hearings.

## 2.8 Record Drawings

- Confirm on a monthly basis that the Contractor is maintaining up-to-date marked up prints of construction drawings and documents showing all field changes and as-built conditions. Maintain the same drawings and documents in the construction field office.

## Task 3 – Public Outreach

This task includes all public outreach efforts, including but not limited to a ground breaking ceremony, regular updates to the local newspaper, a website that will have photos and regular updates, and a ribbon cutting ceremony at project completion.

### 3.1 Construction Information

- Coordinate with Construction Manager/Resident Engineer to obtain accurate and up to date construction information in preparation of Public Outreach publications and reports.
- Maintain close contact with Caltrans Public Information Officer, the County Project Manager and County Public Information Officer on all correspondence.
- Develop Public Outreach strategies based on Construction Manager/ Resident Engineer, County Resident Engineer, Public Information Officer, and County Project Manager as necessary. Coordinate with applicable parties, as required, to assist in developing responses as necessary.
- Attend weekly, or as necessary, construction contract coordination meetings with the Construction Manager/Resident Engineer.
- Prepare Public Outreach information for web updates and newspaper updates in preparation for temporary construction impacts to the traveling public.
- Plan, coordinate, and run the project ground breaking and ribbon cutting ceremonies.

## Task 4 – Traffic Management Coordination

### 4.1 Project Preconstruction

- Analyze Project Traffic Management Plan(s) during pre-construction reviews.
- Review project staging plans and propose revisions as necessary for construction and design.



#### 4.2 Project Coordination and Communication during Construction

- Consultant shall coordinate with County Resident Engineer and Contractor to review project construction baseline schedule. Review Contractor's baseline schedule to identify conflicts with staging and traffic management plans.
- Review traffic management plan and staging plans for potential conflict with adjacent or nearby projects that are already under construction. Analyze Traffic Management Plan conflicts between projects and recommend revisions to project construction baseline schedules as necessary to reduce the length of temporary impacts during construction to traffic. Delay analysis.

#### Task 5 – Perform Soils/Materials Testing Services

##### 5.1 Certified Laboratory for Soils/Material Testing Services

- Consultant shall provide a sub-consultant as a certified materials testing agency (MTA) to perform soils and materials sampling and testing services. The soils/materials testing sub-consultant shall refer to the Caltrans Quality Assurance Program for testing sampling and testing guidelines. For all HMA and RHMA-G construction, the QA/QC construction process will be followed per Section 39 of the 2010 State Standard Specifications.
- The laboratory, whether temporary or permanent, is to be in the general vicinity of the project area and no more than 50 miles from the field office for the project.
- The materials testing agency (MTA) shall have an Independent Assurance Program to verify that acceptance testing is being performed correctly with properly calibrated equipment in good working order.
- All test results shall be reported to the project Construction Manager/Resident Engineer in the shortest time that the specific test will realistically allow.
- Failure to comply with specified time limits for test results may result in payment penalties of up to 20% for the tests due to late notification of the results.
- The Consultant guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the County.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the testing personnel performing the tests. The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant is in compliance

with the State Labor Code. Certified payroll submittals will be to either the County or directly to the Department of Industrial Relations (DIR).

- If the project fails any tests or inspections, retests or re-inspections will be required. Retests and re-inspections will be billed at the same rates as the original tests. Retests shall be marked on reports and invoices to help facilitate back charging to the contractor, if allowed by the project contract.
- Soils and materials testing agency/consultant shall submit to the County all applicable certifications for the laboratory and testing personnel that will be working on the project. All certifications must be kept current throughout the project duration. If certifications are updated while the project is underway, the updated certificate shall be submitted to the County immediately.
- It is the intent of the County to maintain a consistency of material testing quality throughout each phase of the project. Consultant is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of the project.
- On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, the materials testing personnel will not provide services unless authorized by the Construction Manager.
- Resumes of materials testing personnel must be submitted to the County for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, the County may release that field person and request that another be assigned as needed.

#### Task 6 - Construction Surveying

Consultant will furnish surveying crew(s) to perform construction surveys for the project. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. Survey personnel will be assigned as needed by the Construction Manager/Resident Engineer to meet the schedule of the construction contractor. Surveys will include but may not be limited to temporary construction staking, boundary or right of way staking, topographic surveys, and monument preservation.

- It is the intent of the County to maintain a consistency of construction survey quality throughout each phase of the project. Therefore, Consultant is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to the project be completely familiar with the survey requirements and the assignments for the project.
- On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant will not provide services unless authorized by the County's Resident Engineer.

- Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.
- Resumes of the survey personnel must be submitted to the County for review. Consultant or sub-consultant personnel must be approved by the County prior to assignment to the project. The County and Consultant will have the responsibility of determining the quality and quantity of work performed by the survey personnel. If, at any time, the level of performance by the survey personnel is below expectations, the County may release the survey crew member and request that another be assigned.
- If survey crew personnel assigned to the project are on a leave of absence, the Consultant's Construction Manager or the sub-consultants Project Manager will provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.
- Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the survey personnel performing the surveying. The submittal of certified payroll records will be required as work is performed or when they are needed to verify that the Consultant or sub-consultant is in compliance with the State Labor Code. Certified payroll submittals will be to either the County or directly to the DIR.

#### Task 7 - Post Construction Services (Close Out/Claims)

The post construction services task includes project closeout after issuance of substantial completion for the construction Contractor. This task will review punch lists items of remaining work, resolve outstanding contract change orders, global settlements, dispute resolution, and arbitration meetings. The design consultant will provide project changes to original design mylars. Review and processing of the final payment.

## **VI. PROPOSAL REQUIREMENTS**

### 1. Introduction

The proposal shall be submitted in the following format and contain no more than the maximum number of pages indicated.

- |                             |          |
|-----------------------------|----------|
| • Introductory Letter       | 3 pages  |
| • Sections 3-5 Text         | 30 pages |
| • Figures and Illustrations | 10 pages |
| • Appendix                  | No limit |

Note: The 43 pages for Text, Figures, and Illustrations may be presented in any format which suits the consultant. The intent to limit pages is necessary due to reviewer time constraints. The

Appendix shall include resumes of key personnel, overall firm brochures, and other information the consultant wishes to submit. Items included in the Appendix will only be evaluated as part of the overall submittal. Figures and illustrations should include items such as organization charts, schedule, estimate of hours, etc.

Submit five (5) copies of the proposal and one (1) copy of the cost information required in item VIII (Cost Information).

## 2. Introductory Letter

The introductory letter should be addressed to: **Chris Brady, P.E.**  
**Stanislaus County Public Works**  
**1716 Morgan Road**  
**Modesto, CA 95358**

Indicate the name of the firm submitting proposal, its mailing address, telephone and fax number, and the name of an individual to contact if further information is desired. This letter should also contain an expression of the consultant's interest in the work, a statement regarding the qualifications of the consultant to do the work, and any summary information on the project team or the consultant that may be useful or informative to the County.

The consultant should indicate his/her acceptability of the terms and conditions of the standard Design Services Agreement contained in Appendix A. Any proposed deviations and modifications to the agreement should be noted, with reasons given, in the introductory letter for review by the County. The County will not consider changes to the agreement once selection has been made.

The consultant shall indicate their local experience and address of local offices, if any. Local participation is encouraged and observed as part of this RFP, but the ultimate decision to award is the County's discretion.

## 3. Section 1 - Work Plan

The work plan will ultimately become part of the contract by reference to the proposal. It should describe in a specific and straightforward manner both the consultant's understanding of the project and the proposed approach to achieving the objectives and accomplishing the tasks described in this Request for Proposal. It should be concise, yet include sufficient detail to completely describe the planned approach. Description of how the objectives will be achieved shall be presented in a logical, innovative, and rational plan. The plan should include the responsibilities of various team members for the various tasks. The results should be presented in terms of the language and working tools of the practicing engineer or administrator so as to be immediately useful. Any deviations or additions to the proposed scope should be presented here.

The proposals shall provide information specifically referencing Tasks 1-7 listed in the Scope of Services shall be performed.

## 4. Section 2 - Specialized Experience

Indicate experience gained from recent work similar to the proposed projects. Emphasize experience that will be applied to the proposed work and the firm's record of performance and ability to complete the project within budget and schedule. Describe qualifications and availability of any other professional, technical, and administrative resources that will be used to perform the work.

#### 5. Section 3 - Project Team

Describe the project team and the estimated labor hours (by job title) of key staff that will be committed to complete the work described in Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of County involvement. Key personnel who are included in the project must be committed for the duration of the project. Any substitutions or changes to the project team must be brought to the attention of the County and approved.

#### 6. Section 4 - References

Provide at least three (3) references who can comment on the past performance of the firm(s) and key staff on a project comparable to the proposed work completed within the last five years. Please include brief descriptions, contact names, and telephone numbers for any related projects that you wish to use as references.

#### 7. Estimated Budget

Provide an estimate of personnel hours and budget by task. Show estimated budgets for prime consultant and sub-consultants. This shall be provided in a separate sealed envelope.

#### 8. Disadvantaged Business Enterprise (DBE)

Stanislaus County has established an overall DBE goal of **13.5%** participation for this contract of which **6.75%** is for UDBE.

This project is subject to Title 49 CFR 26.13(b):

The consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the County specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE sub-consultants and suppliers.

Meet the UDBE goal shown in the RFP or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of RFP due date. For a list of DBEs certified by the California Unified Certification Program, go to:  
[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

#### UDBE/DBE Commitment Submittal

Submit UDBE/DBE information on the "Local Agency Proposer-UDBE/DBE Commitment (Consultant Contracts)," Exhibit 10-O1 and 10-O2 (Caltrans forms), included within the "SR 99/SR 219 (Kiernan Avenue) Interchange Project Construction Management Services" proposal. Do NOT include any dollar amounts on these forms. These forms will not count towards total pages allow in your proposal.

If the UDBE/DBE Commitment forms **are not submitted** with the proposal, the Agency will find your proposal nonresponsive.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract. The latter is to be included within your fee proposal only.

#### Good Faith Efforts Submittal

If the consultant either "**met or did not meet**" the UDBE goal, they must complete and submit "Exhibit 15-H - UDBE Information - Good Faith Efforts," form with the proposal package showing that they made adequate good faith efforts to, meet or not, the goal, as a separate attachment to the proposal package.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the County finds that the UDBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.  
The Agency may consider the UDBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> highest ranked proposers when determining whether the 1<sup>st</sup> highest ranked proposer made good faith efforts to meet the UDBE goal.

## **VII. PROPOSAL EVALUATION/CONSULTANT SELECTION**

The overall evaluation and selection will be based on the following:

1. **Work Plan** includes understanding of the project Scope of Work, the proposed approach, methods, and tasks, project schedule, and any unique/creative approaches to complete the services.
2. **Experience and Capabilities** includes the firm's specialized experience directly relating to this project and evidence of ability to complete the work within schedule and budget.
3. **Team** includes the specialized experience of key personnel (construction manager, resident engineer, public outreach, traffic management and/or sub-consultants), their time commitment in the areas assigned, and estimated labor hours.
4. **Overall Proposal Quality and References** includes general responsiveness, clarity of presentation, and comments received from references.

Consultant selection for the interview process will be based on information provided in the proposal and references. The top three proposals will be invited for consultant interviews.

## **VIII. COST INFORMATION**

The budget estimate should assume weekly management meetings throughout the process as well as necessary technical meetings with agencies for whom the construction will be coordinated. A fee proposal should be prepared for the entire project. The following information is to be submitted inside a sealed separate envelope marked "Cost Information:"

- Estimate of total cost
- Estimate of other direct costs by item
- Markup on other direct costs, including sub-consultants
- Hourly fee schedule
- UDBE/DBE Quote

The cost information does not constitute a bid. A detailed review of the merits of the proposal will be completed before the cost information is reviewed.



**IX. COUNTY CONTACT**

The contract management for this RFP will be handled by Chris Brady. He may be contacted for additional information at (209) 262-5887 or [bradyc@stancounty.com](mailto:bradyc@stancounty.com).

Information regarding the project design may be obtained from the following engineering firm:

Keith Meyer or John Nguyen  
Rajappan & Meyer Consulting Engineers, Inc.  
1038 Leigh Avenue, Suite 100  
San Jose, CA 95126  
Phone: (408) 280-2772  
Email: [keith@rmengineers.com](mailto:keith@rmengineers.com) or [john@rmengineers.com](mailto:john@rmengineers.com)

**APPENDIX A**

Sample Design Services Agreement  
(download separately from Modesto Reprographics website)

**APPENDIX B**

Copy of County and Caltrans Cooperative Agreement 10-355  
(download separately from Modesto Reprographics website)

**APPENDIX C**

DBE/UDBE Exhibits

(download separately from Modesto Reprographics website)

**APPENDIX D**

SR 99/SR 219 (Kiernan Avenue) Interchange Design Drawings  
(download separately from Modesto Reprographics website)

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

# Section I | Work Plan

## Project Understanding

The SR 99/SR 219 (Kiernan Avenue) Interchange will improve the free flow of traffic in the community of Salida and will provide for future growth in the northern region of Stanislaus County. Currently, traffic backs up at the interchange, particularly during commute hours. By widening the freeway ramps and Kiernan Avenue, the level of service will be dramatically increased.

The interchange improvements will raise the profile of Kiernan Avenue by nearly three feet and add one lane and one 10-foot shoulder in each direction from Salida Boulevard to Nutcracker Lane. The four existing SR 99 on and off ramps will also be widened by an additional lane, with signalization improvements made at four intersections.



Existing SR 99/SR 219 (Kiernan Avenue Interchange)

The project will be constructed in four stages to accommodate traffic during construction. The existing pump station on the east side of SR 99 will be replaced as the first order of work. The remaining staging involves replacement of the existing freeway overcrossing.

The project is being financed by a combination of County funds and Proposition 1B Bond funds. Construction documents were approved by the mid May "Ready to List" date allowing the County to secure funds from the Proposition 1B funds earmarked for SR 99. Construction of the SR 99/SR 219 (Kiernan Avenue) Interchange Project (Project) is anticipated to begin in early 2013 and is expected to have a 720-working-day duration.

After reviewing the contract documents and developing a preliminary project schedule, the NV5 team has identified several key issues that will determine the success of the Project. They include the following:

- Staged construction must be understood and diligently managed to eliminate conflicts and consolidate construction activities
- Construction management team must be proficient with Caltrans standards
- Effective coordination with stakeholders, utility companies, and adjacent property owners will be required to sustain the project schedule and minimize impacts
- Well managed traffic control will be vital to maintain public safety and convenience during construction
- The new pump station plant must be planned and constructed in advance of the bridge to keep the rest of the project on schedule
- Construction management team must be experts in bridge construction, particularly with regard to SR 99 freeway overcrossings

NV5 has put together its most experienced interchange team for your project. Over the past ten years, the core of our team has managed several major interchange and bridge projects in the Central Valley totaling over \$400 million. All of these projects included major structures over live traffic, including SR 99. Our team has the experience, expertise, and working relationships needed to effectively manage your project.

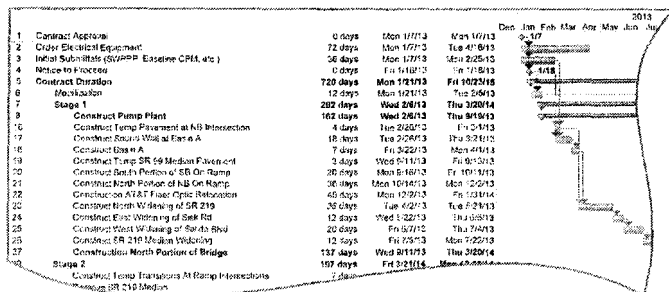
## Key Issues & Solutions

### Schedule Management and Construction Staging

The Project is currently slated for 720 working days. We will closely review the contractor's baseline schedule for the four stages of construction, before that construction begins so that we have a full understanding of his approach. We will evaluate the schedule to identify potential delays as well to look for ways to consolidate his activities and save time.

To help in this effort we have prepared our own preliminary schedule (shown in Appendix B) that identifies the critical path, highlights key issues, and anticipates the contractor's approach to the work.

The critical path shows that the structures will be the controlling operation for nearly the entire duration of the project. The discussion below highlights our observations from our schedule and a review of the project plans.



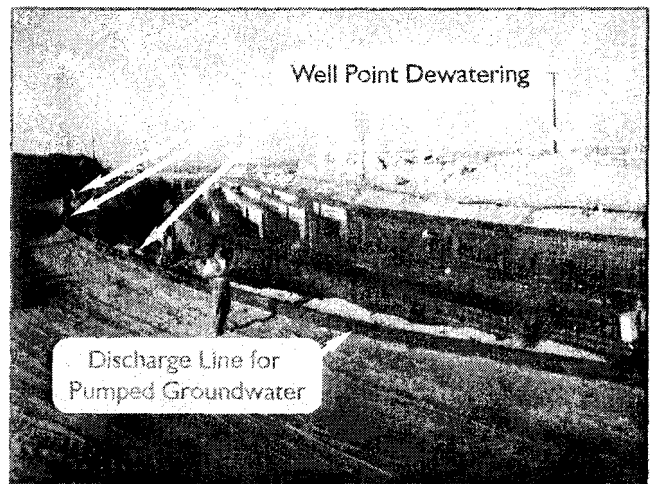
Our full schedule can be found in Appendix B.

## Construction Staging

### Stage 1: Drainage Pump Station & Northern Portion of the Bridge

The construction schedule is initially controlled by the replacement of the existing drainage pumping plant structure. The existing pump house and storage box are located within the Bent 2 and Abutment 3 footings of the new Separation structure. Since SR 99 has a sag curve at the Kiernan Interchange, an operating storm water pump station must be maintained at all times during project construction. The replacement pump station must be constructed and in services prior to any bridge construction work.

Recently the NV5 Team successfully managed the construction of an 800-foot quadruple box culvert for the City of Bakersfield's Westside Parkway (WSP) Phase 4 Project, that was constructed in an area with a high groundwater table; similar to your project. NV5 believes that the same WellPoint dewatering system used on the WSP box culvert can be successfully utilized for Kiernan's Storage Box Construction.



Westside Parkway Box Culvert Construction

The north portion of the bridge must be constructed first in order to preserve the existing high-risk AT&T fiber optic line. The line must be protected in place while six lanes of traffic must be maintained on Kiernan Avenue throughout construction.



Since construction of the pumping plant is the first order of work for the entire project, the submittal and shop drawing reviews and approvals associated with pump plant construction become immediately critical at the beginning of the project. This is particularly true for the electrical and mechanical equipment due to the lead times needed to order and deliver the approved items. NV5 recommends beginning the review process prior to the first working day in order to save contract days and begin the bridge construction early.

Stage 2: Southern Portion of the Bridge

At any given time traffic on Kiernan Avenue during Stage 2 construction will be split between the existing structure and a portion of the new structure. The profiles between the existing and new roadway vary by up to three feet. This will be a particular issue for traffic crossing the freeway ramp intersections.

The project staging plans attempt to accommodate STAA left turning movements across these transition areas while keeping the ramps open to traffic. Our initial constructability review suggests that exploring alternative staging and traffic handling details is warranted.

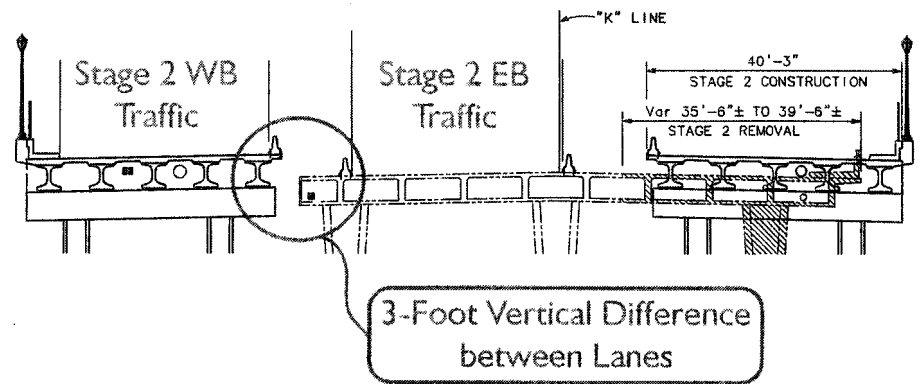
Stage 3: Middle Portion of the Bridge

During Stage 3, the last portion of the existing bridge must be demolished and reconstructed within the confined space between the Stage 1 and 2 bridge segments. There is very little room to accommodate the large drilling equipment and cranes necessary to build the bent foundations, column cages, and forms.

The current traffic handling plans do not allow for complete freeway closures during this stage. Production rates in the median will be extremely low and potentially unsafe. While freeway closures may not be considered acceptable for these operations, NV5 believes that it would be beneficial to explore alternative traffic handling plans and allowable freeway closure windows to facilitate the work.

Stage 4 includes final overlay and pavement delineation operations.

NV5 will immediately initiate meetings with designer Rajappan & Meyer to explore possible traffic handling alternatives. NV5 has a long and well established relationship with Rajappan & Meyer. Our two firms have an excellent track record of successfully working together on previous construction projects, developing alternative staging and traffic handling plans for the benefit of our clients. Solutions to these construction staging and traffic handling issues can



Stage 2 Grade Offset

be addressed in a constructability review and resolved before the contract is advertised. In this way, we can save the County money, reduce contract change orders, and promote early project delivery.

**Caltrans Oversight**

Caltrans will have a central oversight role during the construction of the Kiernan Avenue/SR 99 Interchange, as they did on the Jack Tone Road and Grant Line Road Interchanges, which our team managed. All construction must be in accordance with Caltrans' standards and procedures, while the construction management team must meet Caltrans' quality assurance and file management requirements. Additionally, because the signalized intersections at the on and off ramps are controlled by Caltrans, the construction of these systems must be coordinated with Caltrans signal personnel.

Our team members were specifically selected because of their experience in providing construction management

on Caltrans oversight projects. Todd George, Brad Riel, and Doug Morrison are all former Caltrans resident engineers, structure representatives, and/or lead field engineers. All of our remaining field staff has worked on numerous Caltrans oversight projects. We have a thorough understanding of the Caltrans Standard Specifications, Standard Plans, Construction Manual, and Traffic Manual.

Additionally, we know the individual who will provide the oversight for Caltrans. NV5 has been the Caltrans District 10 on-call construction consultant since 2007. While serving in this role we have been working with Cliff Adams, the District Deputy Director in charge of construction. We also have good working relationships with many of the Senior Engineers, Resident Engineers Structure Representatives, Electrical Inspectors, and Safety Coordinators in the area. This will serve to streamline the administrative processes and decision-making.

**Coordination/Communication**

Proficient communication and coordination will be essential to properly manage the Project. We have broken down our efforts into three major groups.

**Group 1 - Project Team**

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For the projects to be a success, the County, Rajappan & Meyer, Caltrans, and the NV5 CM team will need to work closely together. As the construction manager, NV5 will lead this effort during the construction phase.

NV5 takes a partnering approach to construction management. We will use either formal or informal partnering methods to work with the ownership team and the contractor to resolve issues at the field level. As difficulties escalate, costs and delays inevitably follow. Our emphasis is to solve problems before they arise.

**Group 2 - Utility Companies**

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Utilities owned by Modesto Irrigation District (MID), PG&E, AT&T, and City of Modesto Water will have to be relocated during construction to make way for the new interchange alignment. The construction contractor will relocate City of Modesto waterlines, but

electric, gas, and communications lines will be relocated during construction by their owners. Since utility companies operate according to their own schedules, NV5 is prepared to deal with utility conflicts during the construction process.

In particular, the AT&T fiber optic line that runs inside the existing Route 219/99 Separation must be protected during Stage 1 Bridge removal and installed in the new Stage 1 bridge superstructure. Therefore, utility relocations will impact work from the beginning of the project.

From our team’s recent work in Stanislaus County, we have existing relationships with all the utility companies within the project right of way. In particular, we have worked on several water-related design and construction projects for the City of Modesto. We have a strong rapport with their engineers and field staff which will simplify conflict resolutions and lead to fast resolution to field issues. Malcolm White, our designated Utility Coordinator, will lead the utility relocation effort during construction, freeing up the field staff to focus on other construction issues.

**Group 3 - Local Businesses and Residents**

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A primary objective is to provide for the continual safety and convenience of the local public. Throughout construction all local businesses and properties must remain accessible, visible, and keep their occupants at ease. During the various roadway realignments on Kiernan Avenue, Salida Boulevard, and Sisk Road, it will be essential to maintain access at all times to the residents and businesses in the Salida community.

The NV5 team, working with Judith Buethe Communications, will reach out to the local businesses and residents prior to and during construction. It is our responsibility to be the first line of defense for addressing issues raised by the public, working with the contractor proactively and promptly. By doing so, construction inconveniences will be diminished, particularly during hauling and demolition operations.

## Traffic Management Plan/Traffic Control/Public Convenience

In order for the Project to be successful, the Construction Management Team must be prepared to effectively manage the Traffic Management Plan, lane closures and detours, and safely implement the traffic handling plans indicated in the contract plans.

NV5 is well prepared to handle these challenges. We will consider these issues while managing traffic control.



*Night Lane Closure on SR 99*

### Issue: Public convenience during construction

- **Solution:** We will mandate that the contractor develop traffic control plans prior to each work shift. We will also notify the public via door-to-door visits, changeable message signs, or public meetings or lane closure, detours, and traffic switches.

### Issue: Maintaining public and worker safety

- **Solution:** We will ensure that all signs, lights, and devices conform to Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and the California Manual on Uniform Traffic Control Devices (MUTCD). We will also work with CHP through the Construction Zone Enforcement Enhancement Program (COZEEP).

### Issue: Managing freeway and ramp lane closures

- **Solution:** We will coordinate with the Caltrans oversight engineer at weekly progress meetings. We will also obtain approval from the Caltrans Traffic Management Center (TMC) one week prior to any freeway work.

### Issue: Overseeing freeway work at night

- **Solution:** We will pay particular attention to requirements for visibility and lighting. Incorrect placement of work lighting will be corrected, as it can unintentionally cause adverse glare affects to the travelling public.

### Issue: Removing traffic impacts from adjacent Caltrans SR 99 projects

- **Solution:** We are the Caltrans District 10 Construction Management Consultant. We will have staff on the adjoining projects, and will maintain a thorough understanding of their schedules. This will result in coordinated work between adjacent projects to eliminate impacts.

## Drainage Pump Station Construction

The construction of the Project includes major storm drain collection and pump station improvements. Most of the work is intended for early construction in Stage 1 of the overall project. At that time, the new pump station will be built, along with new piping/storage/mechanical and electrical components.

Complicating this work will be adjacent freeway

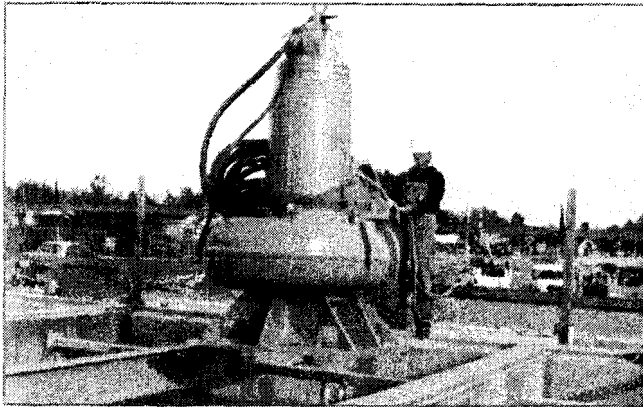


*Keyes Pump Station Construction Site*

traffic, limited access for building deep pump station facilities and collection, treatment and disposal of local groundwater.

NV5 is well-versed and experienced in the key structural, mechanical and electrical aspects of cast-in-place deep pump stations. Our team recently completed the 25 feet deep Keyes pump station that had many similar construction aspects, including:

- High groundwater conditions
- Large diameter supply/ inlet piping
- 25' deep cast-in-place concrete structure
- Large submersible pumps with a SCADA control system.



*Keyes Pump Station*

We anticipate that sheet pile shoring will be installed prior to excavating for the new pumping station. Prior to excavation, it is likely that dewatering will be performed. Robin Tully (Tully Consulting Group) will assist our team with the removal of ground water. She is a Qualified SWPP Designer and Practitioner (QSD/QSP). Since runoff from the project will eventually flow to the nearby streams and rivers, Robin will help verify the contractor stays in compliance with the Statewide Permit.

## Bridge Construction

The Kiernan Avenue Interchange includes a new 204-foot long, 138-foot wide separation structure spanning SR 99. It is particularly sensitive in that it will be constructed over a State highway facility adjacent to existing traffic. Our team is very experienced with this type of construction. Brad Riel, our Structures

Representative, has constructed more than 60 bridges to Caltrans' requirements; over 40 of these structures span freeways and roadways.

Proper quality control will be essential to achieve the designed integrity of the overcrossing. We will verify the bridge layout, grades, piles, concrete mix designs, concrete strengths, rebar placement, and post tensioning meet or exceed the contract requirements.

Listed below are several aspects we will focus on during bridge construction:

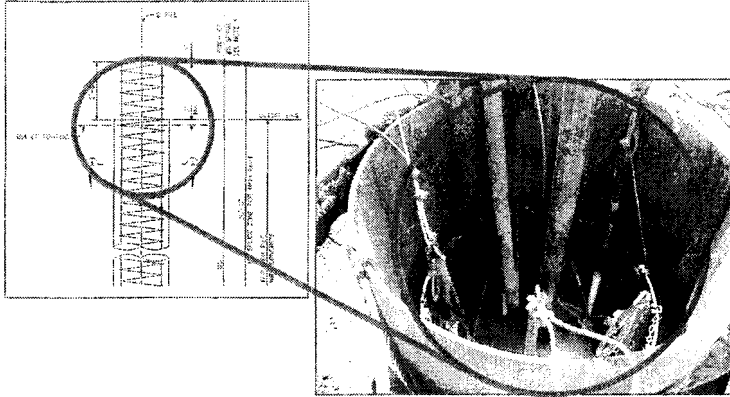
- Require a column guying plan for work adjacent to the freeway and roadways
- Prequalify concrete mix designs via 28-day cylinder breaks for superstructure concrete
- Consider night placement of superstructure concrete to avoid concrete pump trucks spanning over live traffic lanes
- Coordinate precast prestress shop plan review with Caltrans and Rajappan & Meyer
- Review the bridge demolition plan for safety and stability during all phases and during removal.

In addition, there are several other key issues unique to the Route 219/SR 99 Separation that will require specific attention.

## CIDH Pile Construction

The contractor will be drilling over 1½ miles of cast-in-drilled-hole (CIDH) concrete piles adjacent to traffic. The largest will be the 56 30-inch diameter piles at Bent 3. These piles reach 74.5 feet in length and will be constructed to an elevation of -27.5. This is more than 60 feet below the expected water table. NV5's team has significant experience with CIDH concrete pile construction under water. Brad Riel has inspected several bridges with similar pile foundations and high ground water conditions, such as the SR 101 Russian River Bridge in Cloverdale, the Hillcrest Avenue Overcrossing at SR 4 in Antioch, the Regional Transit Bee Bridge in Sacramento, and San Joaquin River Bridge in Lathrop. On all of these bridges, the piles were constructed below the water table and required slurry displacement methods. These processes are

similar to those that will be employed at the SR 99/ SR 219 Grade Separation. We expect to get the same positive results from Brad's extensive knowledge of wet-hole CIDH concrete pile construction.



*Wet Hole CIDH Pile Construction - Bee Bridge*

Before allowing work to begin on the CIDH concrete piles, we will require a comprehensive plan from the contractor detailing his construction procedures. The plan will include equipment handling, concrete mix design (including strength prequalification), disposal of drilling spoils and water, verification of soil plug and seal course elevations, methodology for depositing concrete under water, and handling of steel casings and rebar cages adjacent to traffic. This will be particularly important during Stage 3 construction. In this Stage, all work will take place in a narrow area between the Stage 1 and Stage 2 bridges, confining the contractor's equipment placement and materials handling.

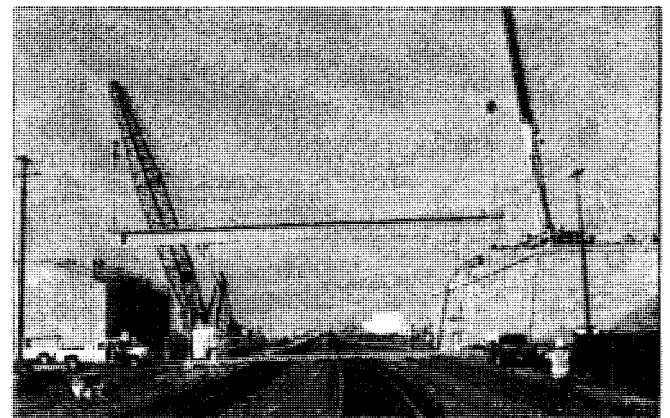
During pile construction at Bent 2 in the SR 99 median, all work will have to be performed at night under freeway detours. Once drilling begins at a pile, it will have to be completed within the same shift to ensure the drilled hole does not cave in next to live traffic. The operation will require off hauling of spoils, concrete placement using a tremie tube, and associated dewatering. Due to these constraints, we expect the contractor will only be able to construct a maximum of two piles per shift.

## Wide Flange Girder Placement

The bridge deck will be supported by 32 precast, prestressed, wide flange concrete girders. These girders will be nearly 101 feet in length. Therefore, they will be designated as permit loads and NV5 will help to coordinate delivery through Caltrans' Permit Office.

We have contacted Phil French, President of Con-Fab in Lathrop, to discuss ways to set these girders under the conditions that will exist during construction. The most challenging will be during Stage 3, when access is limited between the new Stage 1 and Stage 2 structures. One potential approach will be to position the lifting cranes on the freeway north of the Stage 1 structure. The girders would be delivered onto the Stage 1 bridge and then lifted and placed over the existing structure. This will likely require two cranes to lift each girder due to angle of the reach.

Recently, on the City of Bakersfield's Westside Parkway Phase 1 Project, the NV5 Team managed the construction of a Precast Bulb T Girder Bridge over the BNSF Railroad with similar span lengths utilizing two crane placement operations. We successfully met the challenges associated with girder placement plans, traffic handling, and staging.



*Westside Parkway Precast Bulb T Girder Placement*

Public safety and convenience will be of utmost importance throughout the bridge construction. This will require close collaboration with the contractor, the Caltrans Traffic management Center (TMC) and the California Highway Patrol through the Construction Zone Enforcement Enhancement Program (COZEPP).

## **Bridge Demolition**

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The demolition of the existing SR 99/SR 219 Separation bridge will be a multi-night work operation requiring the closure of SR 99. Due to the noise and traffic detours, public outreach will be vital. We will review the contractor's engineered plan, including contingencies, to make sure:

- ✦ The bridge remains stable at all times
- ✦ The freeway is opened on time each morning.

The existing bridge is a two-span cast-in-place post-tensioned concrete box girder structure. It will be removed in three stages. However, in each stage the bridge removal will be phased. We anticipate the contractor will remove the deck and then the soffit, working one bay at a time.



*Jack Tone Road Bridge Demolition over SR 99*

## **Project Approach/Scope**

For projects such as the County's SR 99/SR 219 Interchange, NV5 typically develops a Scope of Services to meet our client's needs. The Scope of Service provided below is similar to those used on other interchange projects. We look forward to discussing the contents with you to ensure it meets your requirements and expectations.

### **Task I - Preconstruction Services**

#### **Task I.1 - Assist in Evaluation of Bids**

---

We will assist the County in the review and accounting of contractor bids. We will check extensions, final summary numbers and quantities for possible bid errors. We will provide a summary of bids received, assessment of the apparent low bidder's qualifications, and review past projects and clients for possible recommendation purposes as requested by the County.

#### **Task I.2 - Review Project Documents and Perform Constructability Review**

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A thorough constructability review at this time provides value-engineering opportunities resulting in lower bid prices. Additionally, it can reduce future change orders and claims.

NV5 will continue to review the plans and specifications as well as the Engineer's Estimate, the Environmental Impact Report, Geotechnical Report, permits, and agreements. We will look for ambiguities, omissions, and constructability issues, and identify crucial aspects such as measurement and payment clauses, lane closure charts, staging details, bridge sequencing, and submittal review times.

#### **Task I.3 - Review Resident Engineer's Files**

---

NV5 will review the Resident Engineer's File provided by the Designer. These files provide useful information and insight about design decisions, agreements made during the design phase, and bid item quantity calculations. We will note areas where further information may need to be supplied. We will review temporary construction easement and right of way (ROW) information for inconsistencies or omissions that will improve our interactions with businesses, residents and the contractor. We will pay special attention to items that could impede construction or become an unidentified constraint on the progress of the Project.

## **Task 1.4 - Review Preliminary Project Schedules**

NV5 has already prepared a preliminary construction schedule. We will review this schedule with the County and Rajappan & Meyer and make the appropriate adjustments. Our updated schedule will include preconstruction and construction notification dates on all permits and utility relocation agreements. Our primary objective will be to identify all project staging and ensure the project can be constructed within the required timeframe. A thorough review of the Contractor's CPM baseline schedule and updates will be performed under Task 2.2.

## **Task 1.5 - Attend Project Development Team Meetings**

The NV5 CM team will attend Project Development Team meetings to introduce our CM Team staff to the design team. At that time, we would learn any unique details or requirements/expectations of the design team with regards to contract administration of the Project. We will use these meetings as an opportunity to discuss the design, schedule, and constructability comments. We will also discuss lane closure notification/approval, relations with Caltrans, coordination with the County, and change order approval levels and concurrence.

## **Task 1.6 - Review Dispute Resolution Policies and Procedures**

The NV5 CM team will review material related to dispute resolution with the contractor's methodologies policies and procedures. We will develop recommendations and meet with the County Project Manager to assist as necessary.

## **Task 1.7 - Preconstruction Conference**

NV5 will hold a preconstruction conference with the construction Contractor, the County, Caltrans and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the Contractor to ensure efficient startup and execution of the project. NV5 will prepare and distribute an agenda and meeting minutes.

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

### **Task 2.0 - Mobilization**

The NV5 CM team will work with the Contractor in the early stages of the Project to coordinate the location, setup and utility arrangements of the construction field office(s). The field office and its monthly maintenance and operation costs will be paid for and arranged for by the Contractor. It is our goal to have these facilities set-up early in the project to promote an efficient and effective work space.

### **Task 2.1 - Project Coordination and Correspondence**

#### **Task 2.1.1 - Coordination with County Staff and Rajappan & Meyer**

NV5 will serve as the main contact for the County, Rajappan & Meyer, and other agencies. To assist the project team in serving this role, our key personnel will utilize meetings, phones and onsite personal computers for communications and transmittal of data.

#### **Task 2.1.2 - Relations with Caltrans**

The County has a ROW Agreement with Caltrans to perform the work under this contract. As a general overview, the resident engineer/CM team will:

- Obtain Caltrans concurrence for all CCOs within the State ROW
- Be responsive to the concerns of Caltrans personnel
- Coordinate lane/ramp closures with Caltrans Regional Traffic Management Center
- Obtain a list State-furnished materials
- Work with the Caltrans Materials Laboratory for all State-released manufactured materials
- Coordinate salvage of State-furnished materials
- Submit files to Caltrans at project completion

#### **Task 2.1.3 - Utility Coordination**

While it is the contractor's responsibility for utility coordination, NV5 will take a proactive approach in verifying that the contractor is scheduling, coordinating, installing, and relocating utilities during the construction contract. It is extremely important that the contractor contact Underground Service Alert

(USA) 48 hours before each excavation begins. NV5 will facilitate utility coordination meetings with the contractor and the utility companies as a method to keep utility delay issues at bay.

*Task 2.1.4 - Document Control and Correspondence*

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NV5 will serve as the focal point responsible for the coordination/preparation/responses of required or project-generated documents and correspondence between the County, Contractor, Caltrans, consultants and other parties.

All contract files will be maintained in accordance with Caltrans Construction Manual requirements.

*Task 2.1.5 - Progress Meetings*

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NV5 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, and responsibilities while documenting project trends.

*Task 2.1.6 - Labor Compliance*

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NV5 shall assist the County with labor compliance by receiving and logging certified payrolls and any other labor documentation that is submitted by the Contractor and subcontractors. On a monthly basis, we will review and compare labor classifications and hours as shown on the submitted certified payrolls with NV5's daily dairies. Results of these reviews will be kept on file at the jobsite. Additionally, any irregularities found will be brought to the attention of the Contractor for his immediate attention and correction. The County will be kept regularly apprised of anything unusual or out of compliance. Periodic information provided by the Contractor or subcontractors, such as fringe benefits statements, will also be reviewed.

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

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*Task 2.2.1 - Review CPM Schedules*

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NV5 and Creative Planning Solutions will review the Contractor's baseline schedule and subsequent updates. The baseline schedule analysis will determine if the critical path is correct, activity durations are reasonable, interrelation between activities is accurate, and that the overall logic is realistic. The approved baseline schedule will serve as the initial blueprint indicating the Contractor's approach to the work. We will use it to evaluate potential delays and workaround strategies to mitigate delay impacts.

The monthly schedule updates will be reviewed for accuracy against the project records such as diaries, pour records, and other documentation. In addition, we will confirm that all weather days, change orders and work re-sequencing have been included so that impacts to the critical path can be accurately assessed.

*Task 2.2.2 - Statement of Working Days*

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NV5 will prepare a record of weather conditions, controlling item(s), and the status of working days remaining on a weekly basis. A copy will be sent to the Contractor to allow it an opportunity to dispute the statement.

*Task 2.2.3 - Project Reporting to County Project Manager*

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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
- Potential claims and project issues
- Statement of working days
- Progress pay estimates

**Task 2.3 - Monthly Progress Payment Preparation**

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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.

Information from the construction management team's field data will include measurements of bid items on the project cost breakdowns. This data will be used to assist with the monthly progress payments.

## **Task 2.4 - Requests for Information (RFIs) and Submittals Management**

### **Task 2.4.1 - RFI Management**

NV5 will manage Contractor-requested design clarifications during construction. The status of RFIs will be accounted for in our RFI log. All clarifications are to be presented in writing by the Contractor to NV5. NV5 will respond when appropriate. RFIs which might impact the design intent will be submitted to Rajappan & Meyer. If necessary, we will conduct meetings with the Contractor and other parties to discuss and resolve RFIs.

### **Task 2.4.2 - Submittals Management**

Contract provisions identify specific items to be provided by the Contractor which are subject to review. When we receive submittals from the Contractor, they will be stamped and logged in by date of receipt. NV5 will then review these submittals and forward to the Designer and Caltrans when appropriate.

A partial list of expected submittals includes:

- CPM Schedule
- Staging Plans
- Traffic Control Plans
- Freeway Detour Plans
- SWPPP
- Guying System
- CIDH Pile Plan
- Shoring Plans
- Shop Drawings
- Mix Designs

## **Task 2.5 - Contract Change Orders**

Evaluation and negotiation of contract change orders (CCOs) are among the most important functions of the construction management team. Prior to requesting County Project Manager review and approval, all contract change orders will be evaluated by NV5 resident engineer.

NV5 will prepare and route CCOs and recommendations for approval and signatures. Once approved, we will process and incorporate the CCO into the progress payment breakdown. A log of all proposed CCOs will be maintained to allow us to keep the County Project Manager informed on status of and action items for all CCOs.

## **Task 2.6 - Construction Observation/Inspection Services**

We will use records, such as videotaping and still photographs (in electronic format), to document existing conditions, major features, and construction progress. Daily diaries will be the core of project documentation. The resident engineer will review these diaries and summarize the information in the monthly status report.

### **Task 2.6.1 - Field Inspection**

Our construction management team serves as the front line of quality assurance of the Contractor's work, and also as the eyes and ears for identifying potential problems such as utility conflicts, schedule issues, design ambiguities, before they occur. Primary inspection services will include the following:

- Produce daily diaries
- Schedule material testing
- Identify any potential construction flaws
- Perform quantity calculations for Progress Payments
- Watch for unsafe conditions
- Take photos of the work and field conditions
- Update record drawings
- Prepare punch list as work progresses
- Monitor traffic detours/lane closures

### **Task 2.6.2 - Storm Water Pollution Prevention Plan (SWPPP)**

NV5 and Tully Consulting Group will oversee SWPPP compliance assurance. All SWPPP activities will be conducted in accordance with the Caltrans SWPPP Manual and the Regional Water Quality Board (RWQCB) Permit. Responsibilities include:

- Submitting the NOI and the NOT
- Reviewing the initial SWPPP and updates
- Verifying that appropriate BMPs are in place

- Performing required inspections
- Reporting illicit discharges, if any
- Documenting that all disturbed areas are stabilized
- Assist County in updating SMARTS website

**Task 2.7 - Claims Management**

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NV5 will take the lead in the resolution of any contract claims 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 its review and use, or for use in dispute resolution hearings.

**Task 2.8 - Record Drawings**

---

NV5 will maintain a set of red-lined as-built drawings throughout construction. We will meet on a monthly basis to review our records with the Contractor’s independent set of as-builts for completeness and accuracy.

**Task 3 - Public Outreach**

Working with Judith Buehe Communications, we will develop and implement an organized, inclusive public outreach program that will include:

- Coordinating with Construction Manager/Resident Engineer for latest project information. Attend weekly construction coordination meetings as necessary to stay well-informed on current events
- Coordinating and maintaining close contact with Caltrans Public Information Officer, The County Project Manager and County Public Information Officer on all outreach strategies
- Maintaining a website with current information, photos, and access for public input
- Providing regular project updates to the local newspaper
- Maintaining a log of public input and responses
- Setting up and running the project Groundbreaking and Ribbon Cutting ceremonies
- Updating stakeholder databases established during the design phase

**Task 4 - Traffic Control/Traffic Management Coordination**

**Task 4.1 - Preconstruction Review**

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NV5 understands the importance of traffic control for the movement of commerce and citizen mobility. We will start our work in this area during our pre-construction reviews and recommendations to the design team on staging plans and traffic handling plans.

**Task 4.2 - Traffic Management during Construction**

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During construction, traffic control plans will be prepared by the Contractor, reviewed by the Resident Engineer. They will be reviewed in relation to the Staging Plans and Project Baseline Schedule for possible conflicts. In addition, our reviews will take into account local businesses and adjacent ongoing construction projects which could be affected. Once we determine the plan is acceptable, we will forward it to the County for final review.

If the traffic control is within the Caltrans ROW, it will also be coordinated with the Caltrans Traffic Control Manual. NV5 will coordinate the California Highway Patrol for Construction Zone Enhanced Enforcement (COZEEP) which will be essential in any freeway work, night work, or detours.

**Task 5 - Material/Quality Assurance Testing**

NV5 and its subconsultant Parikh Consultants will use the Caltrans Construction Manual and the Caltrans Local Assistance Procedures Manual (LAPM-Exhibit 16-R) “Frequency Tables”. Materials will be tested in the field or will come in the form of manufactured materials. Anticipated materials requiring field testing are:

- |                      |                       |
|----------------------|-----------------------|
| ▪ Roadway Excavation | ▪ Unsuitable Material |
| ▪ Trench Backfill    | ▪ Concrete            |
| ▪ Structure Backfill | ▪ Aggregate Base      |
| ▪ Imported Borrow    | ▪ Hot Mix Asphalt     |

Manufactured materials will be accepted upon confirmation by the Resident Engineer of the materials' conformance to the Project Plans and Specifications based on the manufacturer's data sheet, Certificate of Compliance, and Caltrans released material. A list of preapproved material is found in the Special Provisions and the Caltrans Construction Manual. Materials within the State ROW that are not pre-approved, such as Overhead Signs, must be inspected and released by the Caltrans Laboratory. Materials requiring Caltrans Release include:

- Overhead Signs
- Precast Girders
- Overhead Signs
- Joint Seals
- Bridge Bearing Pads
- Fencing
- Drain Structures
- Metal Beam Guardrail
- Overhead Lighting
- Prestress strands
- Curing Compound
- Signal/Metering Systems

### **Task 6 - Construction Surveying**

NV5 will provide construction field surveying crews in accordance with Chapter 12 of the Caltrans Survey Manual in its latest publication. Utilizing our experience on similar projects, we have based our proposal on the construction staking services listed below:

- Control Verification
- Clearing & Grubbing
- TCE Limits
- Sawcut Limits
- Rough Grade
- Retaining Walls
- Abutments
- Finish Grade
- Storm Drain
- Sanitary Sewer
- Waterlines
- Street Lights
- Fences
- Detour Staking

### **Task 7 - Post-Construction Services**

#### **Task 7.1 - Perform Final Inspection/Issue Notice of Completion**

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. NV5 will prepare a punchlist, with participation by major stakeholders, including the County, Rajappan & Meyer, and affected agencies. Upon satisfactory completion of all elements of construction and deliverables, NV5 will submit a Notice of Final Completion to the Contractor,

thus relieving him from further maintenance. Upon our issuance of final acceptance, we will receive the Contractor's warranty letter, review it for compliance with the contract documents, and submit it to the County.

#### **Task 7.2 - Prepare Final Payment Request**

After acceptance, NV5 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 7.3 - Review and Submit As-Builts**

At a project's completion we will receive the Contractor's prepared as-built drawings and perform a final review for completion against our own record drawings. Final as-built drawings will be submitted to Rajappan & Meyer for final processing.

#### **Task 7.4 - Prepare Final Reports**

Following the completion of work, NV5 will assist the County with completing the necessary final reports as indicated in Chapter 17 "Project Completion" of the Caltrans Local Assistance Procedures Manual.

#### **Task 7.5 - Deliver Project Files**

Project files will be maintained in hard copy and electronic formats. The hard copy files will be packaged in accordance with the numbered filing system and delivered to the County.

#### **Task 7.6 - Claims Assistance**

NV5 will be available to provide additional claims resolution support if further action is required after project close-out. 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.

## Team Responsibilities

NV5 has been following the progress of the SR 99/ SR 219 Interchange project for the past three years. In doing so we have been continually forecasting staff availability to make sure we could supply the County with our best team. **Our team is assembled to give you the advantage of our Caltrans and local experience.** Three primary members of our field team are former Caltrans construction engineers. Our Principal in Charge, Structures Representative, and Assistant Resident Engineer are all former Caltrans construction engineers. We know the State system and how to efficiently get things done. Our team has been designed to be flexible and efficient because each can stand in for the others when needed.

**Dan Schultes, PE, (NV5)** will serve as your Resident Engineer, and will be responsible for the constructability review and all pre-construction, construction and post construction activities, assuring all aspects of the scope of services are met to the satisfaction of the County. He will work closely with Bryan Voyles and Chris Brady, as he did for the Keyes Improvement Project, with updates on the project status, any new issues, any coordination issues, and as necessary to request County support where appropriate. He will coordinate construction management activities and provide information to the County's Project Manager, various County Departments, local utilities, local residents and business owners, and any other agency with interest or involvement in the Project.

**Brad Riel, PE, (NV5)** will serve as the Structures Representative responsible for the bridge construction and reinforced concrete elements of the pump station and retaining walls, including management, submittal review, and construction oversight. He will report as-needed to Dan and Chris. In addition to performing Structures Representative duties, the advantage of having Brad on the Project is that he is an accomplished Resident Engineer on significant interchange projects. As such, he will be able to assist Dan with any roadway, underground, and electrical issues or inspection/ management of the other salient features of the project.

**Doug Morrison, PE, (NV5)** will support Dan as the Assistant Resident Engineer. Doug is a former Caltrans Senior Engineer who is very experienced with highway construction projects. He will help lead the field inspection, and support with submittal reviews, change order management, and project documentation. When Dan is absent from the project site, Doug will fill in as the main point of contact with the Contractor, utility companies, and other stakeholders on the project.

**Dennis Parker (NV5)** will serve as the Senior Structures Inspector. Dennis has been working in the construction management field for over 35 years. He has overseen the construction of dozens of bridges on the Caltrans highway system. He will be the primary inspector for the SR 99/SR 219 Separation structure as well the pump station house and retaining walls. Dennis will perform construction inspection in accordance with the Caltrans Bridge Construction Records and Procedures Manual, and will report directly to Brad. Dennis will coordinate material testing, track payment quantities, and assist with key structures submittals when necessary.

**Jerry Jones, PLS, (NV5)** will serve as the Construction Staking Manager for this project. In this role, Jerry will receive staking requests from Dan, oversee prompt calculations to process the request, dispatch field crews to perform construction staking, and provide Quality Assurance review of staking and staking information provided. Jerry will attend project meetings, primarily at the outset of the project, to review the construction schedule, ascertain upcoming survey requests, and allocate resources to meet project commitments.

**Gary Parikh (Parikh Consultants, Inc. - certified UDBE)** will provide materials and quality assurance testing in accordance with the project specifications and Caltrans requirements. Gary's primary responsibility will be to receive material testing requests from the NV5 team and either perform requested services himself or dispatch other Caltrans-certified technicians to perform material testing services in a timely fashion. Gary will perform or oversee the sampling, with verifying that proper tests are performed, and that test results are promptly returned to the project field staff. Gary will immediately notify Dan of any failed

test results. Gary will be available to attend the weekly meetings and will provide geotechnical support or studies as requested.

**Malcolm White** (Malcolm White Consulting) will serve as the electrical and utility inspector. He will be responsible for all signal, lighting, and ramp metering inspection. He will also coordinate with the third party utility companies, including the Modesto Irrigation District (MID), PG&E, AT&T, and City of Modesto Water group. He will monitor utility relocation schedules and make sure such work occurs well ahead of the contractor's schedule.

**Christi Banks** (Creative Planning Solutions - certified UDDBE) will assist Dan with managing the project schedule and meeting the criteria set forth in the "Progress Schedule (Critical Path Method)" section of the Special Provisions. Specifically, Christi will attend the Preconstruction Conference with the Contractor and review the Contractor's baseline CPM schedule, monthly updates, and time impact analyses. She will also assist Dan with project delay investigations with regard to change orders and potential claims. Christi will also be available to assist with post construction claims analyses if necessary.

**Robin Tully** (Tully Consulting Group - certified UDDBE) will serve in the role of SWPPP Support. Robin will review the original SWPPP and will quickly return with any comments regarding features that need to be addressed, clarified, or included. Once the SWPPP has been approved, Robin will provide monthly or as-needed QSP oversight inspection of the project, and will report all findings, including areas that need to be addressed, to Dan and the appropriate field staff. Robin will be available to assist the County with the submission of annual reports uploading information into the State Water Board SMARTS System and the Notice of Termination.

**Judith Buethe** (Buethe Communications - certified UDDBE) will serve as the project's Public Relations Specialist. In this role, Judith will support the County and NV5's field staff by providing as needed public relations. Judith will be available on a part-time, as-needed basis, and can provide services including

community meetings, press coordination, media interface, groundbreaking/grand opening events, arranging and hosting community/stakeholder meetings, informational flyers, monthly newsletters, and maintaining a project website.

### **A comprehensive breakdown of our entire team's hours by task is included our fee spreadsheet.**

Section 3 - Project Team also includes additional information regarding each individual's qualifications to perform the duties proposed.

## **Integration with County Staff**

We are prepared and are looking forward to incorporating a County inspector on our team. We understand this individual is Bryan Voyles. NV5 is very accustomed to working in this fashion with our clients on construction management projects. We believe this leads to a more successful and rewarding project for all involved.

NV5 has successfully merged with agency staff on several occasions. **For example, on the Jack Tone Road Interchange project in the City of Ripon, while working for the City, Matt Machado served as a lead inspector prior to becoming the City Engineer.** Similarly, on the Grant Line Road Interchange project in the City of Elk Grove, John Scott worked full time on our team as a roadway inspector. This prove to be a very positive experience for John and the for NV5 team.

**EXHIBIT C**  
**CONSULTANTS FEE SCHEDULE**



NOLTE VERTICALFIVE

**Kiernan Interchange Project  
10-0L3301  
Stanislaus County**

SCHEDULE OF OTHER DIRECT COSTS

|                               |             |
|-------------------------------|-------------|
| Reproduction (Outside Vendor) | Actual Cost |
| Shipping and Postage          | Actual Cost |
| Field Office Supplies         | Actual Cost |

OFFICES NATIONWIDE

NOLTE ASSOCIATES INC. (a subsidiary of NV5, Inc.)

Contract No. 10-0L3301

KIERNAN INTERCHANGE PROJECT  
Stanislaus County

| Staff Members                                                         | Todd George        | Dan Schultes        | Doug Morrison       | Brad Riel           | Dennis Parker       | Ryan Wilson         | Gary Mohler         | Jennifer Williams   | NVS                 | TOTAL HOURS           |
|-----------------------------------------------------------------------|--------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| <b>Task 1 - Preconstruction Services</b>                              |                    |                     |                     |                     |                     |                     |                     |                     |                     |                       |
| Task 1.1 Assist in Evaluation of Bids                                 | 4                  | 24                  | 8                   | 24                  |                     |                     |                     |                     |                     | 60                    |
| Task 1.2 Review Project Documents and Perform Constructability Review | 4                  | 24                  | 24                  | 16                  |                     |                     |                     |                     |                     | 68                    |
| Task 1.3 Review Resident Engineer's Files                             | 4                  | 16                  | 8                   | 8                   |                     |                     |                     |                     |                     | 36                    |
| Task 1.4 Review Preliminary Project Schedules                         | 4                  | 16                  | 8                   | 8                   |                     |                     |                     |                     |                     | 36                    |
| Task 1.5 Attend Project Development Team Meetings                     | 4                  | 8                   | 8                   | 8                   |                     |                     |                     |                     |                     | 28                    |
| Task 1.6 Review Dispute Resolution Policies and Procedures            | 4                  | 8                   | 8                   | 8                   |                     |                     |                     |                     |                     | 28                    |
| Task 1.7 Preconstruction Conference                                   | 4                  | 16                  | 8                   | 8                   |                     |                     |                     | 4                   |                     | 40                    |
| Man Hour Total                                                        | 28                 | 112                 | 72                  | 80                  | 0                   | 0                   | 0                   | 4                   | 0                   | 296                   |
| Hourly Rate Charge                                                    | \$227.38           | \$163.79            | \$130.13            | \$197.93            | \$137.01            | \$137.01            | \$137.01            | \$59.58             | \$238.00            |                       |
| <b>Total Fees Task 1</b>                                              | <b>\$6,366.64</b>  | <b>\$18,344.48</b>  | <b>\$9,369.36</b>   | <b>\$15,834.40</b>  | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$238.32</b>     | <b>\$0.00</b>       | <b>\$41,812.20</b>    |
| <b>Construction Management Services During Construction</b>           |                    |                     |                     |                     |                     |                     |                     |                     |                     |                       |
| Task 2.0 Mobilization                                                 |                    |                     | 40                  |                     |                     |                     |                     |                     |                     | 40                    |
| Task 2.1 Project Coordination and Correspondence                      |                    |                     |                     |                     |                     |                     |                     |                     |                     | 0                     |
| Task 2.1.1 Coordination with County Staff and Rajappan & Meyer        |                    | 80                  | 40                  |                     |                     |                     |                     |                     |                     | 120                   |
| Task 2.1.2 Relations with Caltrans                                    | 40                 | 40                  | 40                  |                     |                     |                     |                     |                     |                     | 120                   |
| Task 2.1.3 Utility Coordination                                       |                    |                     |                     |                     |                     |                     |                     |                     |                     | 0                     |
| Task 2.1.4 Document Control and Correspondence                        |                    | 100                 | 100                 |                     |                     |                     | 1800                |                     |                     | 2000                  |
| Task 2.1.5 Progress Meetings                                          | 20                 | 120                 | 100                 |                     |                     |                     |                     |                     |                     | 240                   |
| Task 2.1.6 Labor Compliance                                           |                    | 20                  | 40                  |                     |                     |                     |                     | 300                 |                     | 360                   |
| Task 2.2 - Schedule Management, Progress Meetings, and Reports        | 20                 | 80                  | 100                 |                     |                     |                     |                     |                     |                     | 200                   |
| Task 2.2.1 Review CPM Schedules                                       |                    | 40                  | 40                  |                     |                     |                     |                     |                     |                     | 80                    |
| Task 2.2.2 Statement of Working Days                                  |                    | 50                  | 40                  |                     |                     |                     |                     | 100                 |                     | 190                   |
| Task 2.2.3 Project Reporting to County Project Manager                |                    | 100                 | 40                  |                     |                     |                     |                     |                     |                     | 140                   |
| Task 2.3 - Monthly Progress Payment Preparation                       |                    | 200                 | 250                 | 264                 | 80                  | 80                  | 80                  | 200                 |                     | 1154                  |
| Task 2.4 - Requests for Information (RFIs) and Submittals Management  | 40                 |                     |                     |                     |                     |                     |                     |                     |                     | 40                    |
| Task 2.4.1 RFI Management                                             |                    | 300                 | 300                 | 200                 |                     |                     |                     | 150                 |                     | 950                   |
| Task 2.4.2 Submittals Management                                      |                    | 300                 | 300                 | 200                 |                     |                     |                     | 150                 |                     | 950                   |
| Task 2.5 - Contract Change Orders                                     | 40                 | 200                 | 300                 | 264                 |                     |                     |                     | 100                 |                     | 904                   |
| Task 2.6 - Construction Observation/Inspection Services               |                    | 168                 | 1450                | 500                 |                     |                     |                     |                     |                     | 2118                  |
| Task 2.6.1 - Field Inspection                                         |                    |                     |                     |                     | 3950                | 4100                | 4100                |                     |                     | 12150                 |
| Task 2.6.2 - Storm Water Pollution Prevention Plan                    |                    | 40                  | 40                  |                     |                     |                     |                     |                     |                     | 80                    |
| Task 2.7 - Claims Management                                          | 40                 | 230                 | 250                 | 264                 |                     |                     |                     |                     |                     | 784                   |
| Task 2.8 - Record Drawings                                            |                    | 100                 | 100                 | 200                 |                     |                     |                     |                     |                     | 400                   |
| Task 3 - Public Outreach                                              |                    |                     |                     |                     |                     |                     |                     |                     |                     | 0                     |
| Task 4 - Traffic Control/Traffic Management Coordination              | 20                 |                     |                     |                     |                     |                     |                     |                     |                     | 20                    |
| Task 4.1 - Preconstruction Review                                     |                    | 24                  | 24                  | 24                  |                     |                     |                     |                     |                     | 72                    |
| Task 4.2 - Traffic Management During Construction                     |                    | 100                 | 200                 | 100                 |                     |                     |                     |                     |                     | 400                   |
| Task 5 - Materials/Quality Assurance Testing                          |                    |                     |                     |                     |                     |                     |                     |                     |                     | 0                     |
| Task 6 - Construction Staking                                         |                    |                     |                     |                     |                     |                     |                     |                     | 480                 | 480                   |
| Man Hour Total                                                        | 220                | 2292                | 3794                | 2016                | 4030                | 4180                | 4180                | 2800                | 480                 | 23992                 |
| Hourly Rate Charge                                                    | \$227.38           | \$163.79            | \$130.13            | \$197.93            | \$137.01            | \$137.01            | \$137.01            | \$59.58             | \$238.00            |                       |
| <b>Total Fees Task 2 - 6</b>                                          | <b>\$50,023.60</b> | <b>\$375,406.68</b> | <b>\$493,713.22</b> | <b>\$399,026.88</b> | <b>\$552,150.30</b> | <b>\$572,701.80</b> | <b>\$572,701.80</b> | <b>\$166,824.00</b> | <b>\$114,240.00</b> | <b>\$3,449,914.88</b> |
| <b>Task 7 - Post Construction Services</b>                            |                    |                     |                     |                     |                     |                     |                     |                     |                     |                       |
| Task 7.1 - Perform Final Inspection/Issue Notice of Completion        |                    | 16                  | 16                  | 16                  |                     |                     |                     |                     |                     | 48                    |
| Task 7.2 - Prepare Final Payment Request                              |                    | 24                  | 24                  | 24                  |                     |                     |                     | 20                  |                     | 92                    |
| Task 7.3 - Review and Submit As-Builts                                |                    | 40                  | 40                  | 40                  |                     |                     |                     |                     |                     | 120                   |
| Task 7.4 - Prepare Final Reports                                      |                    | 20                  | 20                  | 20                  |                     |                     |                     |                     |                     | 60                    |
| Task 7.5 - Deliver Project Files                                      |                    | 8                   | 8                   | 8                   |                     |                     |                     | 80                  |                     | 104                   |
| Task 7.6 - Claims Assistance                                          | 20                 | 80                  | 80                  | 80                  |                     |                     |                     |                     |                     | 260                   |
| Man Hour Total                                                        | 20                 | 188                 | 188                 | 188                 | 0                   | 0                   | 0                   | 100                 | 0                   | 684                   |
| Hourly Rate Charge                                                    | \$227.38           | \$163.79            | \$130.13            | \$197.93            | \$137.01            | \$137.01            | \$137.01            | \$59.58             | \$238.00            |                       |
| <b>Total Fees Task 7</b>                                              | <b>\$4,547.60</b>  | <b>\$30,792.52</b>  | <b>\$24,464.44</b>  | <b>\$37,210.84</b>  | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$0.00</b>       | <b>\$5,958.00</b>   | <b>\$0.00</b>       | <b>\$107,972.40</b>   |
| <b>Total Estimated Fee</b>                                            | <b>\$60,937.84</b> | <b>\$424,543.68</b> | <b>\$527,547.02</b> | <b>\$452,072.12</b> | <b>\$552,150.30</b> | <b>\$572,701.80</b> | <b>\$572,701.80</b> | <b>\$173,020.32</b> | <b>\$114,240.00</b> | <b>\$3,449,914.88</b> |
| <b>TOTAL NOLTE CM PERSONNEL COSTS</b>                                 |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$3,449,914.88</b> |
| <b>Anticipated Salary Increases</b>                                   |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$65,711.03</b>    |
| <b>Vehicles (Leasing, maintenance, insurance, gas)</b>                |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$147,840</b>      |
| <b>Other Direct Costs</b>                                             |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$10,000</b>       |
| <b>CPM Scheduler</b>                                                  |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$76,560</b>       |
| <b>SWPPP Inspection</b>                                               |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$74,850</b>       |
| <b>Materials Testing</b>                                              |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$395,500</b>      |
| <b>Landscape Architect</b>                                            |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$11,500</b>       |
| <b>Utility Inspection</b>                                             |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$48,600</b>       |
| <b>Public Outreach</b>                                                |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$90,800</b>       |
|                                                                       |                    |                     |                     |                     |                     |                     |                     |                     |                     | <b>\$4,371,275.91</b> |

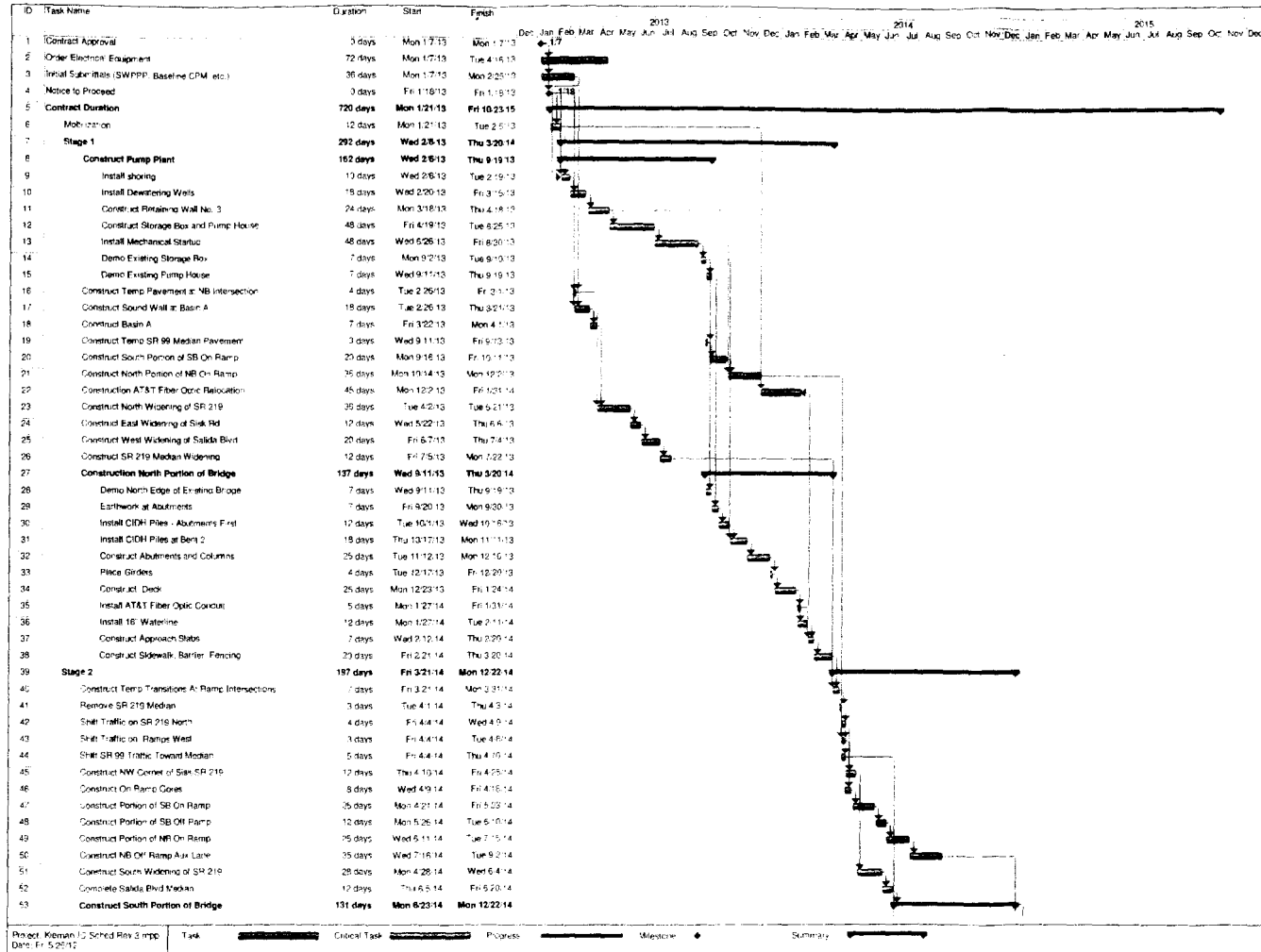
Notes  
It is assumed that the Resident Engineer's Office will be provided through a bid item on the construction contract and is therefore not included in this cost estimate.



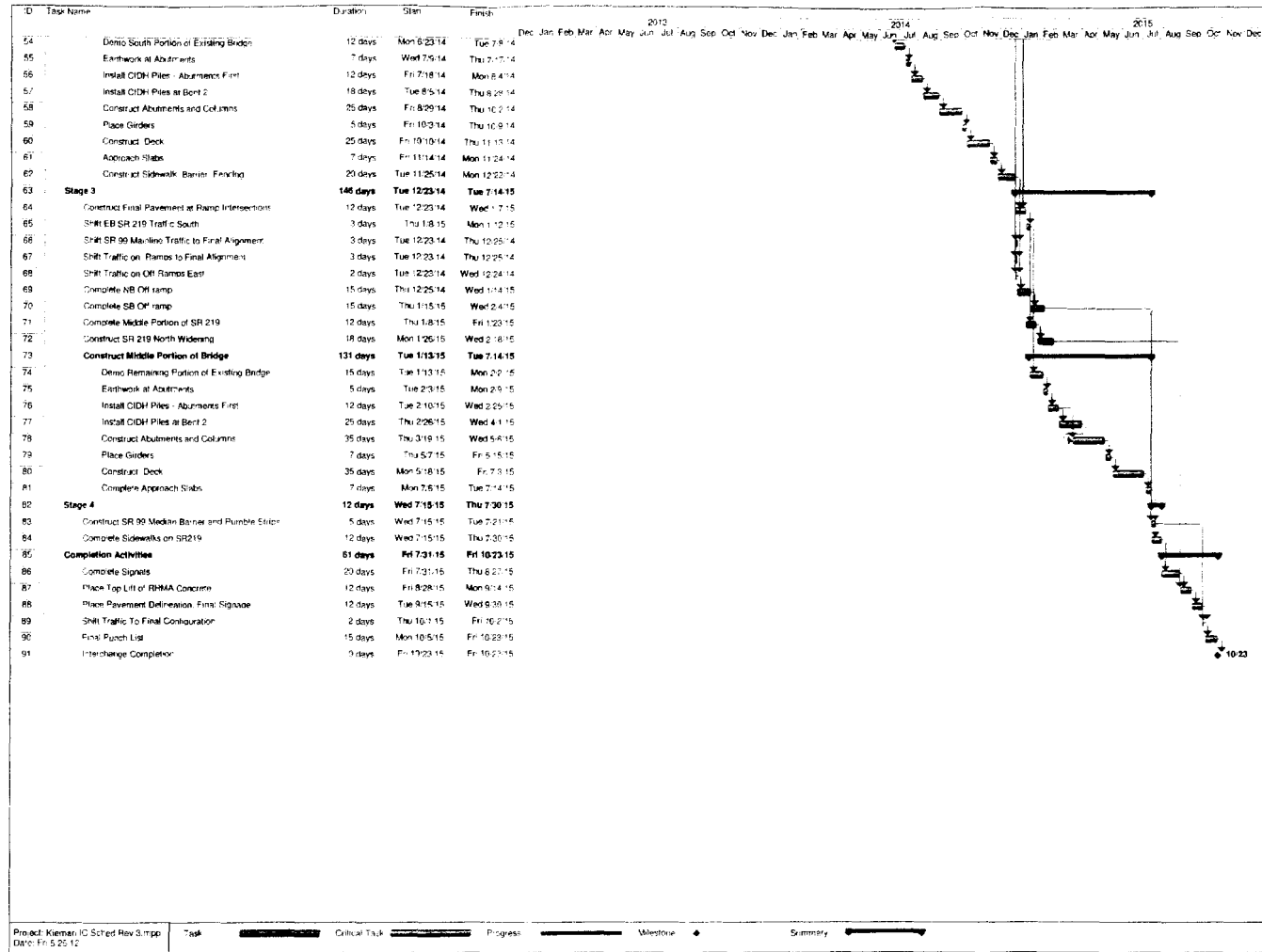
**EXHIBIT D  
PROJECT SCHEDULE**

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

# Project Schedule



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Project: Kiernan IC Sched Rev 3.mxd  
 Date: Fri 5/22/12  
 10/23