

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

DEPT: Public Works *W. Hawk*

BOARD AGENDA # *C-1

Urgent Routine

AGENDA DATE May 21, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of a Professional Design Services Master Agreement with Caltrop Corporation to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 21, 2016

STAFF RECOMMENDATIONS:

1. Approve a Professional Design Services Master Agreement with Caltrop Corporation to provide on-call construction management services for various Public Works Department projects through May 21, 2016 at an amount not to exceed \$750,000.
2. Authorize the Public Works Director to sign the agreement.
3. Authorize the Public Works Director to sign future amendments during the life of the agreement and within the approved compensation limits.

FISCAL IMPACT:

The amount assigned to this agreement with Caltrop Corporation for construction management services depends upon the individual projects and their specific requirements. The Public Works Department construction schedule over the next three years reflects needed assistance in construction management services which would yield costs up to approximately \$750,000. Each project will individually fund its share of the needed construction management services from its respective funding source.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-255

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: De Martini

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of a Professional Design Services Master Agreement with Caltrop Corporation to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 21, 2016

FISCAL IMPACT (continued):

Funds for construction management services will be authorized at each project's Board approval, or award phase of the construction contract. These funds shall not exceed the maximum \$750,000 budgeted for the agreement over the thirty-six month period or through May 21, 2016.

DISCUSSION:

The construction phase for all Public Works improvement projects includes the on-site management of the project and the administration of the contract. The management/administration of the project ensures that the contractor is providing construction results at the standard required by the approved plans and specifications and that all contract obligations are being met. This phase is managed by the construction division within the Public Works Department.

During the next three years, the construction division foresees the need for an on-call construction management firm. This need is being driven by the following:

- The loss of one full-time construction manager to the Kiernan Avenue/Hwy 99 Interchange project;
- The anticipated construction of a large number of Public Works projects, including the Claribel Widening project, the Geer Road Bridge Seismic Retrofit project, numerous traffic signalization projects, and numerous asphalt concrete overlay and slurry seal projects; and,
- The management of some Parks Department and Planning Department projects, including the Frank Raines Park Water System project and the Woodward Reservoir Water System project.

It is anticipated that in the next three construction seasons, there will be instances where several projects will be under construction simultaneously, leaving more than one project with no staff coverage. To avoid missing delivery dates and possible State and Federal funding, it is important that the construction division is prepared to deliver all the upcoming projects on schedule. Therefore, an on-call construction management firm will be utilized on a short term as-needed basis when several projects will be simultaneously under construction and staffing is inadequate.

In anticipation of upcoming construction in years 2013 through 2016, the Public Works Department posted a Request for Proposal (RFP) in February 2013 for on-call construction management services on the Modesto Reprographics website along with the local builder's exchanges.

On March 1, 2013, eight construction management firms submitted proposals for review. All proposals were evaluated and scored based on qualifications only. The consulting fees were not part of the evaluation process. Below is a list of consultants that submitted proposals:

Approval of a Professional Design Services Master Agreement with Caltrop Corporation to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 21, 2016

- Nolte Vertical Five
- Vali Cooper
- Willdan
- Caltrop Corporation
- Harris & Associates
- 4-Leaf
- CSG Consulting
- Hatch Mott MacDonald

Public Works staff reviewed, evaluated, and ranked the proposals and selected Caltrop Corporation as the most qualified consultant based on the results of the following evaluation criteria:

- Understanding of the work to be performed;
- Experience with similar work with on-call services;
- Qualifications and availability of staff;
- Demonstration of technical ability; and,
- References.

The Professional Design Services Master Agreement will commence on May 21, 2013 and will expire on May 21, 2016, with a not to exceed amount of \$750,000.

To minimize the impacts of staffing shortages and a large number of projects requiring delivery, the Department is recommending the Board's approval to contract with an on-call construction management firm to assist in the management and contract administration of the Departments projects for the next three construction seasons. The selection of Caltrop Corporation was based on Public Works evaluation of the above outlined criteria. Once the selection was made the department reviewed the billing rates (Exhibit B, page 30) and, based upon anticipated project delivery, developed the not to exceed amount of \$750,000. Actual consultant costs per project will be dependent on the on-call services provided.

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 ensuring quality work is performed on all Public Works Projects.

STAFFING IMPACT:

Contracted construction management services will be used when the project workload exceeds the time constraints for existing construction engineering staff. This is dependent on the number and size of projects underway at any given time.

Approval of a Professional Design Services Master Agreement with Caltrop Corporation to Provide On-Call Construction Management Services for Various Public Works Department Projects through May 21, 2016

CONTACT PERSON:

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

CB/la: L:\CONSTRUCTION\Construction Management RFPs\On-Call Services 2013\Board Items\Final

**STANISLAUS COUNTY
PROFESSIONAL DESIGN SERVICES MASTER AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and CALTROP, 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. Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.2. 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. For each task or project let under this Agreement 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 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. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Master Agreement shall in no case exceed Seven Hundred Fifty Thousand (\$750,000) Dollars over the three year 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 to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B and specified in each Project Scope of Work unless the County or the Project Manager for the 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 for each separately approved Project. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in each Project Scope of Work. Each 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 on May 21, 2013 and continue for a period of thirty-six months, or until all work on each project let during the thirty-six month period is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Additionally, the term of this agreement may be extended for an additional twenty-four months by the parties mutual agreement.

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 One Million Dollars (\$1,000,000), 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, 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 cared 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 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 in this section "Indemnification" 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: Peter Owen, Regional Director
- b. Lead/Manager: N/A

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: Chris Brady, Construction Manager
Stanislaus County Public Works, 1716 Morgan Road, Modesto, CA 95358

If to Consultant: Peter Owen, Regional Director

Caltrop, 2495 Natomas Park Drive, Ste. 10, Sacramento, CA 95833

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.

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 amended 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.

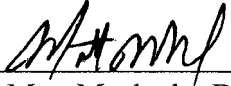
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

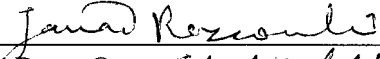
(SIGNATURES ON FOLLOWING PAGE)

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

COUNTY OF STANISLAUS

CALTROP

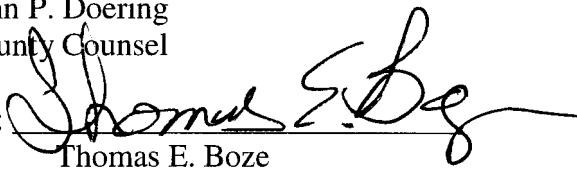
By: 
Matt Machado, Director
Department of Public Works

By: 
~~Peter Owen~~ JAVAD KASSOULI
Regional Director CFO

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____

By: 
Thomas E. Boze
Deputy County Counsel

Board Resolution No.: _____

EXHIBIT A
Master Agreement

COUNTY'S REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS TO PROVIDE:

**ON-CALL CONSTRUCTION MANAGEMENT/CONSTRUCTION
INSPECTION SERVICES FOR FUTURE PROJECTS**



Stanislaus County Department of Public Works

February 2013

Proposals Due By 4:00 PM, Friday, March 1, 2013

TO:
Stanislaus County Public Works
Construction Division
1716 Morgan Road
Modesto, CA 95358
Attention: Chris Brady

ON-CALL CONSTRUCTION MANAGEMENT/CONSTRUCTION INSPECTION SERVICES

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- VI. PROPOSAL EVALUATION/CONSULTANT SELECTION
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I. INTRODUCTION & BACKGROUND

This Request for Proposals (RFP) solicits a proposal for consultant services to provide on-call construction management/inspection, and construction contract administration services to augment existing County construction staff as necessary for future State, Federal and locally funded projects.

The proposal with a statement of qualifications submitted in response to this RFP, together with consultant interviews (if necessary), will be used as the basis for selecting a single on-call consultant for future projects. A master agreement, which will have a term of three calendar years will be prepared, signed, and presented to the Board of Supervisors for approval. As future construction management or inspection services are needed, a scope of work will be prepared, a quote received from the consultant, and a purchase order opened for services. A separate purchase order will be opened on a project by project basis. At this time, the number of projects needing construction management services or inspection services has not been determined. It has been estimated that there will be a minimum of one project per construction season that will need consultant staffing for construction oversight.

Projects will be constructed in accordance with the project plans and specifications prepared for each project, and using County, Caltrans and Federal (FHWA) requirements as necessary.

Typical types of projects may include the following:

- Encroachment permit projects, (utility improvements, private development, etc)
- Roadway widening/reconstruction/maintenance (overlay/chip seal/slurry) projects.
- Bridge projects, including Seismic Retrofit
- On and off-street bikeway projects.
- Utility work (sewers, storm drainage)
- Traffic signal improvements
- SWPPP Compliance Monitoring/Inspections

Construction costs of typical projects may range from approximately \$50,000 up to \$5,000,000; the typical number of project working days may range from 20 working days (1 month) to 120 working days (6 months).

County projects are constructed with several funding sources including local transportation impact fee funds as well as State (STIP, Prop.1B) and Federal (RSTP, CMAQ) funds. Because the funding type can have implications on the nature of the administration requirements, it is imperative that the consultant is familiar and experienced with State and Federal administrative requirements and procedures.

II. PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The Construction Division within Public Works currently manages all aspects of the construction and administration of the Departments improvement projects. Due to current and future project

load and staffing levels, the Division foresees the need for supplemental construction management/administration services for the next three to four construction seasons. The selected consultant would supplement the current Division staff with any combination of the following staff members; Resident Engineer, Construction Inspector, Specialty Inspector (electrical, structural, storm water), and Administrative personnel. The Division expects the consultant staffing to have extensive experience managing/inspecting local agency type projects.

CONSULTANT SELECTION SCHEDULE

1. RFP available to Consultants – February 4, 2013
2. Consultants Submit Proposals – March 1, 2013, no later than 4:00pm
3. Consultant Interviews (if necessary) – week of March 18, 2013
4. Selection Notification – week of March 18 or March 26, 2013
5. Stanislaus County Board of Supervisors Approval of Contract – April 23rd or 30th

III. SCOPE OF SERVICES

CONSULTANT shall furnish Construction Management personnel to coordinate CONSULTANT operations with the COUNTY. For this RFP, Construction Management personnel may include but not be limited to a Construction Manager/Resident Engineer, Roadway and Bridge/Structures inspector, Assistant Resident Engineer, and Administrator. The Resident Engineer shall be a licensed Civil Engineer in the State of California. The COUNTY may supplement their staff assigned to a given project, with personnel from the CONSULTANT to aid in the overall contract administration and construction management of a project, including but not limited to, construction inspections, storm water compliance, quantity calculations, progress payments, claim avoidance, labor compliance, and public relations.

If the CONSULTANT has a Construction Manager/Resident Engineer assigned to a project, he or she 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, and may need to assist with public outreach and coordinate with other neighboring construction projects to help avoid significant traffic delays.

The number of CONSULTANT personnel assigned to any given project could vary throughout the duration of the on-call contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the COUNTY 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 a 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 their assigned project per acceptance of the COUNTY.

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 and standards. CONSULTANT personnel shall cooperate and consult with the COUNTY and permitting agencies during the course of the various projects. 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).

Services required under the on-call master agreement shall also be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards except as noted in the special provisions. The County's projects are typically designed and constructed in accordance to the County Standard Specifications and Standard Plans along with the State of California Department of Transportation Standard Plans and Specifications dated 2010.

IV. DUTIES AND RESPONSIBILITIES

Task 1 – Preconstruction Services

The Consultant Preconstruction Services could include but not be limited to the following activities. 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 Project Manager 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 type of 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 Project Manager to assist as necessary.
- 1.7 Schedule, coordinate, host a preconstruction meeting with the Contractor and County.

Task 2 - Construction Management Services During Construction

This task could include but not be limited to construction 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 (if applicable on a larger project). Office space for the construction management team will be provided by the contractor. On smaller projects, no construction trailer/mobile office would be provided for the construction management team.

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. Track contract working days and utilize Weekly Statement of Working days to track progress.
- 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. Complete and/or gather Extra Daily Work Reports on a daily basis for force account change order work.
- 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 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.
- 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 - Post Construction Services (Close Out)

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 and retention release payment.

V. 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 | 2 pages |
| • Sections 1-3 Text | 30 pages |
| • Figures and Illustrations | 10 pages |
| • Appendix | No limit |

Note: The 42 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 or sample team structures for the types of projects outlined in the Introduction.

Submit three (3) copies of the proposal.

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 Professional Design Services Master Agreement contained in Appendix A. No changes to the Master agreement will be considered.

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. Section 5 - Estimated Billing Rates

Provide an estimate of billing rates for staff at the various levels which may perform on the County projects.

VI. PROPOSAL EVALUATION/CONSULTANT SELECTION

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

1. **Work Plan** includes understanding of the Scope of Work, needs of the County, the proposed approach, methods, and tasks, and any unique/creative approaches to complete the services.
2. **Experience and Capabilities** includes the firm's specialized experience directly relating to the nature and type of projects and services described earlier in this document and evidence of ability to complete the work within schedule and budget.
3. **Team Members** include the specialized experience of key personnel related most closely to the types of projects the County intends on delivering under this on-call agreement. (construction managers/resident engineers, construction inspectors)

4. **Overall Proposal Quality and References** includes general responsiveness, clarity of presentation, and comments received from references.

If deemed necessary, the consultant selection for the interview process will be based on information provided in the proposal and references. The top two proposals may be invited for consultant interviews.

VII. PAYMENT AND BILLING INFORMATION

Prevailing Wages: All services performed under the agreement will be subject to payment of the applicable prevailing wage to the field personnel performing the inspections. Prevailing wage rates may not apply to office engineers or administrative staff.

Work on the Job Site must comply with Labor Code 1727 and 1770-1815 and 8 CA Code of regulations 16000 et seq.

The general prevailing wage rates determined by the Director of Industrial relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page located at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

The Consultant shall post a copy of the prevailing wage rates so they are readily accessible by all employees.

The Consultant and all Sub-consultants shall comply with the provisions of Section 1776 of the California labor Code, regarding payroll records. Compliance with said Section 1776 shall be the Consultants responsibility. The Consultant shall also comply with the provisions of labor Code Section 1775.

The Consultant may pay compensation to workers in excess of the prevailing wage rate as determined above; however, such payments shall not be the basis for any claim for additional compensation to the Consultant by the County.

The submittal of certified payroll records from the Consultant will be required. The payroll records shall be on a form and at a frequency as required by the County Public Works Director and the State Labor Code. Depending on project funding source, payrolls may have to be submitted directly to the Department of Industrial Relations. Failure to provide the records when requested will result in the applicable penalties being levied to effectuate strict compliance.

Invoicing & Payment: The Consultant shall submit detailed invoices to the County Project Manager/Inspector on a monthly basis. Billings shall include a spreadsheet style listing showing project name, work or task performed, date performed, personnel or inspectors/managers/administrators performing said work.

Please submit the following with the proposal:

- Estimate of hourly fee schedule for personnel
- Estimate of direct costs by item
- Estimate of indirect costs by item
- Markup on other direct costs, including sub-consultants

The estimated hourly fee schedule should also reflect any anticipated increases in billing rates for the term of the on-call master agreement.

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.

VIII. 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.

APPENDIX A

Sample Professional Design Services Master Agreement
(Download separately from Modesto Reprographics website)

EXHIBIT B
Master Agreement

CONSULTANT'S RESPONSE TO COUNTY'S REQUEST FOR PROPOSAL

1. Work Plan

PROJECT UNDERSTANDING

The Stanislaus County's Department of Public Works is seeking proposals for construction management, administration and inspection support services that may include resident engineering, roadway and / or bridge inspection, speciality inspection such as electrical, structural, SWPPP and administrative personnel and ancillary support services, on an as needed task order basis. Project funding can come from a myriad of sources such as local traffic impact fees, STIP (IB), Federal (RSTP, CMAQ, HBP). CALTROP staff are very familiar plus experienced in working with projects involving state or federal monies and their administrative needs and protocols.

We have reviewed the tentative roster of the various projects of interest, studied the current fiscal year CIP for the County and performed subsequent field evaluations of a few the selected and anticipated projects under the term of this on-call solicitation. The common thread among all of the projects is the overall need for effective and efficient project construction management and quality inspection. Staff will need to be self-sufficient, while being sensitive to the nature of the inspection and the surroundings of the work zone. Effective communication will also be required throughout the projects, not only with the County for the purpose of providing proactive project support and oversight, but also with the public to ensure that outreach efforts provide information and awareness.

The following is a brief summary of our findings and understanding of the various projects that may warrant consultant Construction Management / Inspection Support:

- Utility work, eg. storm, sewer and / or other underground service
- Roadway reconstruction, overlays, maintenance or widening
- Roadway safety improvements
- Bridge projects involving minor repair, replacement or seismic retrofit
- Encroachment project pertaining to: utility improvement, private development or enhancement
- Traffic signal improvements or modifications
- SWPPP / NPDES compliance, oversight and / or monitoring inspections
- Bicycle safety projects

Estimated construction costs can range between \$50k to upwards of \$5 million for an assigned project and can be scheduled for anywhere between one (1) month to 6 months or longer dependent upon the nature of the work.

APPROACH

CALTROP's approach to work is systematic and orderly, providing expert construction management and inspection services so the Stanislaus County's Department of Public Works experiences no worries during the life of any assigned task order or project support. A good working relationship with all stakeholders on the projects will pay back many mutual benefits, primarily a smooth running project with few or no issues. The expertise, dedication, and professionalism that CALTROP brings will provide the basis for achieving the ultimate goal of a quality project. The results, which can be expected through good partnerships, are enhanced productivity, better quality, a safer job, fewer claims, controlled project costs, and speedier construction. These expected results are what shape CALTROP's project approach.

CALTROP's general approach in concert with the outlined "Duties and Responsibilities" per Tasks 1-3 per Section IV of the RFP is centered on the following:

- Providing the most experienced and qualified personnel
- Clearly understanding the scope of work for the assignment
- Personnel who are easy to work with and who understand their role and expectations
- Good communication with all stakeholders and County staff
- A proactive and professional working relationship with the contractor
- A cost and schedule monitoring system that will be fully accessible to the County

Further, our approach will include meeting regularly with County staff and understanding your needs. We will maintain a future personnel schedule requirements log and compare it against available resources as projects come on board for support needs. Our goal will be to respond to you immediately whether you need one person for an hour or 10 people for three years. Our many years of staff augmentation / on-call experience are an outstanding example of this commitment.

The assignment of personnel will be an important factor in this contract, but there are several equally important factors. We will institute a policy that no individual will be removed without County approval. If this occurs, the replacement will be of equal or greater quality. Additionally, cost and project reporting, which must be consistent with the County's requirements, must be addressed early on. Our accounting and Information Technology systems are among the most accurate in the industry. This will give the County the comfort level that adequate reporting and controls are in place.

CALTROP looks forward to creating an extensive pool of resources for the County and providing the ability to respond to any personnel requirements. Because of our size, depth of resources, financial stability and technology leadership, CALTROP offers great value and unequivocal commitment of resources for every engagement.

Approach to Completing Projects on Schedule and Within Budget

Our Cost and Budget Control Plan will include validating the assigned project's budget, recognizing any uncertainty within the budget with line item contingencies, and including descriptions of those uncertainties, all within a clear reporting structure. Special attention will be given to value engineering at the 65% level to the final PS&E, and to potential cost drivers on the project.

Equally important, after construction is awarded, the CALTROP Team will require the contractor to provide work plans for critical activities as necessary and will review each plan for optimal production, using techniques like early procurement, concurrent submittals, reduced submittal review times and concurrent construction activities. We will continually track the progress of the work, including changes, and verify that the contractor's invoices are accurate and complete through the tracking process. Furthermore, we will create various allowances for unanticipated issues. The CALTROP Team will keep the County and all affected stakeholders fully informed of all changes through regular reports on the status of the project budget.

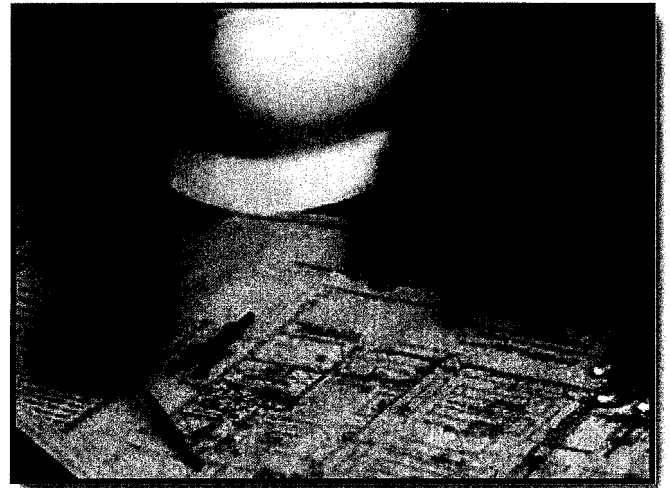
To effectively and efficiently manage our projects, we employ Primavera's cutting edge Web-based software for project management controls. As one of the leading technological innovators in the management industry, CALTROP can deal with almost any software and hardware configuration. The CALTROP Team will compile and validate project schedules from the designer, contractor, and / or external participatory agencies. The following represents issues or schedule drivers that will be given special attention during the review and reporting process for any assigned project:

- Baseline schedule and potential delays
- Agency and / or other stakeholder activities

- Utility conflicts / relocations
- Unforeseen conditions
- Clearance issues / conflicts
- Environmental mitigation
- Delays in procurement
- Third Party coordination / cooperation

Approach to Your Projects

The County needs experienced construction services that are flexible, responsive and can be quickly mobilized upon receiving assignments for delivery of its capital improvement plan. CALTROP has assembled a team comprised of a Project Manager and highly experienced resident engineers and construction inspectors. We have selected our key and support staff based on the following criteria:



- Extensive experience in municipal and / or public works projects and management
- Availability of personnel and extensive on-call experience
- Experience with environmental sensitivity that is often encountered in the central California regions
- Expertise in administering any federal, STIP and ARRA - funded projects when required

Cost Savings Strategies Employed by CALTROP:

In every project there will always be means to prevent and / or reduce overall project costs. At CALTROP, we strive to look out for our clients' interests at every juncture of the project from beginning to end. Some of the various techniques that we employ during the course of construction are:

- Constructability reviews prior to project advertisement and / or beginning of work
- Accurate project item and existing utility(s) verification and documentation prior to the beginning of work and subsequent as-built planning at the completion of work
- Only provide staff when actually needed
- Stringent review of provided baseline schedule and regular look-ahead reviews for time savings Exemplary change order review and acceptance of work in timely fashion
- Regular safety reviews of both personnel and contractor activity
- Value engineering experts and ability to think outside of the box for cost saving techniques
- Paper reduction in administrative support by use of electronic correspondence and management
- Increase procedural support by implementation of a project and / or construction manual
- Use of collaborative team effort and partnering to solve pressing issues

ON-CALL EXPERTS

CALTROP is an on-call specialist and expert in staffing specific needs. We have been involved in on-call construction support contracts for numerous cities and counties throughout Northern and Central California, as well for Caltrans in almost every district of the state, including Districts 10, 5 and 6 locally. We know that on-call contracts provide the owner with staffing flexibility and stop / start opportunities to suit specific project needs. We understand the need for precise communication, high-quality performance and adaptability for dynamic project requirements and conditions. We are committed to tailoring our professional services to meet your most unique project challenges.

FULLY EQUIPPED STAFF, READY TO GO

We have a fully equipped construction inspection and management staff in the Central Valley region, and additionally the Central Coast, Bay Area and Southern California regions as-needed, ready to work now. Staff is provided with all tools necessary to efficiently do their jobs, including vehicles, laptops, digital cameras, wireless connections, mobile phones, safety equipment, and mobile offices capable of scanning and faxing documents.

We consider it important that more than one staff person be familiar with project features and issues to provide flexibility with resources in the unlikely event that a crisis occurs, requiring temporary departure of a staff member. For this reason, we assign a principal-in-charge with minimal hours to oversee the project, who will be kept fully informed of all project activities by the construction manager through weekly telephone conversations, meeting minutes, and project correspondence and who will provide advice and direction to the field staff, as needed.

LOCAL AND FIRMWIDE RESOURCES

CALTROP will manage this contract from our local office in Manteca, CA. From this location, CALTROP works on projects throughout the Central Valley regions between Sacramento and Merced. As a result, we have developed various methodologies and approaches to best address the nuances, opportunities, and challenges of working in the Northern California region. With additional offices in Emeryville, Sacramento, Fresno, Eureka, and Redding for instance, our local project team offers a deep pool of additional support resources from which we can provide a full spectrum of professional, technical, and administrative services when required.

METHODOLOGY TO ACCOMPLISH OBJECTIVES

CALTROP has been successfully providing on-call construction management, inspection and engineering services to public agencies, cities, and counties throughout California and the western United States since 1988. We have extensive public works and municipal expertise, experienced personnel, and a cost-effective approach to construction management and inspection. Several key components of a project are managed by CALTROP to ensure that the project is completed on time, within budget, and to the benefit of the County and its residents.

The key components to our approach include:

- Selection of skilled and experienced personnel who are specifically matched with client needs.
- Strict adherence to CALTROP's Quality Assurance / Control procedures.
- Conducting a thorough review of bid documents before the bidding process begins. This review includes final constructability and bidability of the project. A constructability review is the single greatest tool for preventing schedule delays, costly overruns, and excessive change orders and claims.
- Keeping our clients informed at all times during the course of the project.

- Providing a proactive public outreach program via inspection staff to keep all affected residents, business operations, property owners, and the general public informed and safe with minimal inconvenience.
- Preparation of detailed construction records and files for our clients.

EXPERIENCED AND QUALIFIED PERSONNEL

The CALTROP team offers you personnel who have been working together and recently completed projects similar to what will be encountered at the County. Our project managers, resident engineers, and roadway or bridge inspectors on our assigned projects are the primary points of contact and are responsible for the onsite supervision, oversight, and administration of construction on the project. The project manager or resident engineer will establish a communication protocol that must be consistent prior to the start of construction and will monitor contractor quality control activities and take appropriate action to ensure compliance. They will also supervise project progress and timely completion, ensure all materials and equipment installed meet contract requirements, manage project funds, and monitor and maintain safety standards.

STANISLAUS COUNTY PROCESSES AND PROCEDURES

Having worked with public agencies for more than 24 years, we know that local agencies want consultants to adhere to their administrative processes and procedures and to feel reassured that work will be performed to their standards. We will work with you to make sure your project is done right.

We have a thorough knowledge of local agency processes and procedures, including those of Caltrans LPAM when state or federal monies are used. Through our provision of services to cities, transportation agencies and also to nearly every Caltrans District throughout the state, including District 5 (6) and 10 locally,, our staff has knowledge of:

- Local agency procedures, inclusive of the County's or other affected stakeholder agency
- Caltrans Construction Procedures Manual
- Caltrans Standard Plans and Specifications
- Local Assistance Manual (LAPM)

The success and smooth continuance of the design efforts to be implemented in the construction phase will depend on the responsiveness of the construction management team's organization and their ability to effectively manage, monitor, and provide construction management and inspection oversight to all parties involved. This is strengthened by the consistent lines of communication as established between the members of the project and the roles established for each.

Such issues would be best addressed prior to the Notice to Proceed or at the Pre-Construction meeting and / or no later than the early stages of construction. As a result of our extensive on-call experience, coupled with our field site reviews and review of available project documents, we have thus identified the following consistent key issues that we will successfully manage:

- Project Scheduling
- Utility Relocations and Pre-Verifications
- Traffic Control
- Public Safety

- Pubic Notifications and Community Outreach
- SWPPP / NPDES Compliance and Oversight
- Environmental Management (noise, dust, glare, etc.)
- Haul Routes and Staging

SCOPE OF SERVICES

The scope of services covers inspection services for the County's Public Works Department via the Construction Division. Our team will work under the direction of designated County staff to construct a safe, quality project on time and within budget. Our construction management and inspection staff is well-trained to support our outlined approach. CALTROP's comprehensive construction services to the department include providing expert staff to support the County in the following and in consideration to the outlined Tasks 1-3 in Section IV of the RFP:

- Pre-Construction Services
- Construction Services
- Post-Construction Services
- Claims Suppression
- Safety
- Effective Communication



We have available a comprehensive roster of highly qualified staff that includes Construction Managers, Resident Engineers, Bridge / Structure and Roadway Inspectors, Assistant Resident Engineers and Construction Administration staff to supplement the County resources. Our ORGANIZATION CHART - figure 5 includes staff that we believe most likely will be available to the County. Our specific planned approach and scope of services will generally follow the tasks as outlined in the provided RFP-Scope or Draft Consultant Agreement as appropriate; it can be modified to tailor the specific needs on the project assignment upon provision of final task order and contract provisions as acceptable to the County upon review.

The following is a brief outline of our typical approach and scope in response to the tasks specified in the RFP Scope of Work, Section IV "Duties and Responsibilities," for Tasks 1-3 and per Section III, Scope of Services." The duties and responsibilities are broken down into three (3) distinct task areas 1) Pre-construction Services, 2) Construction Management Services during Construction, and 3) Post Construction Services (Closeout) as follows:

Effective Communications

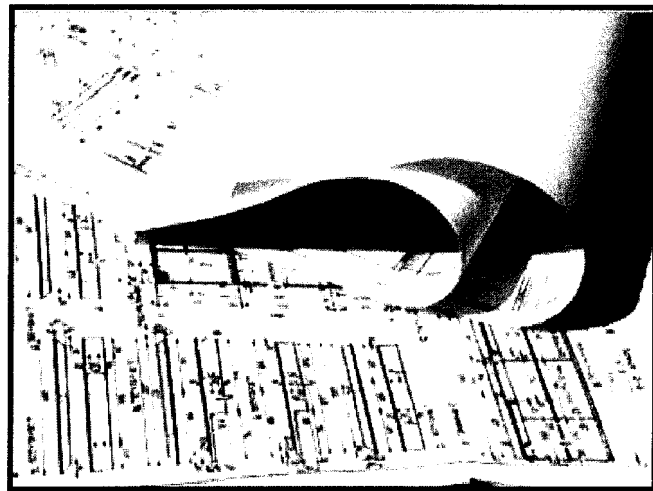
It is our goal to provide the County with the means to order construction support services and have that work take place in a timely, efficient manner. The process should be streamlined and effective to make it easy for the County to contract for services needed. Project Manager / Resident Engineer, Mike Schaaf, PE, will maintain close contact with the County to look ahead and plan for the County's Task Order requirements. We understand that while the County aims to plan out its needed resources, from time-to-time, emergency or last-minute requests for staff could arise. We are prepared to respond to all requests for staff quickly and with the best staff to fit the requirements.

Construction Services Coordination

CALTROP will assume all designated duties and oversight on behalf of the County, coordinating all inspection and testing activities for the assigned contract. CALTROP typically involves the Construction Manager, Resident Engineer, and / or assigned project Roadway or Bridge Inspector early in the contract to organize and set the preliminary process for execution, administration and documentation of the project. We anticipate preliminary meetings with County representatives will begin shortly after receiving the Notice of Award of contract, and we will be able to begin mobilization of personnel and begin planning and staging of projects in a timely manner.

Task 1- Pre-construction Services

Pre-Construction Phase – We will attend and facilitate a pre-construction meeting to be conducted in accordance with Chapter 16.4 of Local Assistance Procedures Manual (LAPM) and County requirements, involving the contractor, subcontractors and all associated project members to discuss and review the major items and construction concerns of the upcoming project. This will include a list of agenda items that will need clear and well-defined solutions and agreement from all parties. At this meeting, processes and procedures can be established based on the standards approved by the County. Our Project Manager and assigned personnel will attend and participate in the conference in order to resolve issues and discuss development of the project prior to the beginning of work.



It is critical that key team members be thoroughly familiar with the standards and practices used by the County. When consensus is reached on the issues, contract documents from the conference will be compiled and used during construction of the project. This document can be modified to comply with any new or changing issue that develops during construction of the project.

Pre-Construction Meeting – We will attend and if required by the County conduct and oversee a pre-construction meeting, involving the contractor, subcontractors and all associated project members to discuss and review the major items and construction concerns of the upcoming project. CALTROP will develop and prepare the agenda agreed upon by the County and contractor, notify meeting participants and keep and distribute minutes and notes.

The team will attend a pre-construction conference with the contractor and subcontractors to discuss the work involved, safety issues and to address issues that need to be discussed and resolved before work commences. During this conference, we will provide environmental awareness training regarding regulatory agency compliance measures. We will prepare and distribute a comprehensive environmental compliance handout and associated checklist to ensure that contractors working onsite are aware of the primary issues of concern and the measures required. This compliance handout will contain field forms, including daily logs, phone records, emergency / action item forms, non-compliance reports and a list of emergency contacts, agencies and phone numbers for distribution to CALTROP personnel and posting at the site.

Construction Meetings – During the coordination and pre-construction conference, the County, contractor and CALTROP representative(s) will agree on scheduling of construction meetings to review progress, status and budget. These meetings will provide data and input for future decision-making and alert the project principals of potential problems or deviations from the project budget, schedule or construction.

Contract Documents – As an extension and continuation of the pre-construction plan checks, we will utilize our field inspectors and project personnel to ensure compliance with the established specifications, material

selection and contract requirements and implementation. Our resident engineers, construction manager(s), office engineers and / or construction inspectors (roadway and bridge) to be assigned are all experienced in the types of projects outlined in your RFP and CIP plus familiar with the requirements of various funding programs.

Progress Reports – We will compile and prepare weekly and monthly progress reports from daily field observations and inspections. Our inspection team will use a daily diary; daily digital photos will be recorded and archived as project documents. CALTROP’s monthly reports will contain schedule progress, budget issues, phases of construction completed and potential problems that might affect the schedule. Finally, the reports will contain the projected schedule and anticipation of work for the next reporting period.

Utility Coordination – Close schedule control and monitoring will assist in coordination with the utilities to work at the best times to affect utility service. Also, close identification of utility supply lines, cables or other associated items must be clear and accurate in order to avoid unforeseen accidents or damage to these utility items. Depending on the data gathered from the utility, plans can be made to schedule work in such a way as to minimize the impact to the delivery of services for each utility.

Shop Drawings – Drawings will be compared for compliance to the accepted standards established for the project and submitted for approval from the appropriate party, including the County, regulatory agency, designer or other engineering consultants.

Project Submittals – Concise and clearly indicated documents will be established and maintained for any and all project submittals. These submittals will be closely reviewed and compared to established specifications and standards for the project. On any given project, there are project-specific items that will anticipate many submittals including the environmental and permitting portions of the project. All preparation of these submittals will be written with close coordination of the County, appropriate consultant or affected agency.



Task 2- Construction Management Services During Construction

Construction Inspection – CALTROP inspectors have experience providing on-call and project-specific inspection of transportation and infrastructure projects for counties, cities, Caltrans, transportation agencies and other municipalities throughout the state. All inspectors will be fully briefed on the project, key environmental constraints and requirements, and the construction objectives. Our construction engineers and inspectors ensure compliance with contract documents and safety regulations on transportation and other infrastructure projects.

Our inspection support work includes earthwork, excavation, pavement rehabilitation, improvements and / or overlays, grading, paving repair, electrical, landscaping, pavement delineation, retaining walls, seismic rehabilitation, transmission pipelines, storm drainage, utilities, traffic signals and electrical items, form work, reinforcing and structural steel, concrete placement, and various bridge improvements. Our construction engineers have extensive experience with submittals, contract change orders, pay estimates, and as-built drawings. Additionally, they are cognizant of critical airport operations and work with all team members to ensure these operations are not disrupted. Our specialty inspectors are also trained in QSP and / or QSD, ICBO, ICC, OSHPD, OSA, and Cal / OSHA 10-hour.

Test Data – Our experts and the personnel who oversee materials testing will review and make recommendations on the fabrication and production of manufacturers shop or mill tests. We will also compare independent test data to ensure that all materials conform to established design and specification criteria. Reports and recommendations will be prepared and submitted to the County for review and comment or modification.

Materials Testing – Although materials testing will be provided by County forces via separate contract, our in-house materials testers / inspectors and source inspectors will ensure compliance support for field testing and performance of the materials testing components of the project. They will further ensure testing results are filed and documented in accordance with Chapters 16.8 and 16.9 of the LAPM. This is a key area reviewed during a Caltrans FHWA audit, and we have extensive experience in support agencies to ensure no anomalies are found during the audit process. We will also coordinate and oversee the management of any County provided geotechnical engineer and / or materials testing / QA firm as provided. Should the need arise for any additional testing, IQAT oversight and / or federal support be required, we would propose to utilize a qualified DBE firm to help assist as necessary and fulfill any DBE utilization goals.

Traffic Control – The Traffic Plan and Control procedures will be reviewed by the construction manager / resident engineer in coordination with the assigned inspector. The continuous and safe movement of traffic through the specific project corridor and adjacent connecting county, rural, agricultural and /or public roads during construction for both AM and PM traffic must be incorporated into the staging efforts. This effort should include assessment of any haul and delivery routes, farming access, maintaining emergency vehicle access at all times, ingress / egress to the project, pedestrian travel, detours or delays that may affect public or business safety and convenience. Safe and continuous travel through any of the affected corridor(s) must be ensured at all times, taking into consideration a wide variety of factors and users such as, school children, commuters, ranchers / farmers, equestrian, tourists, seasonal variations, delivery schedules, business access and adjacent residential flows. Traffic flows for both vehicular and pedestrian of adjacent local streets and trails will be monitored continuously over the course of construction and adjustments made as necessary in order to minimize or avoid localized impacts.

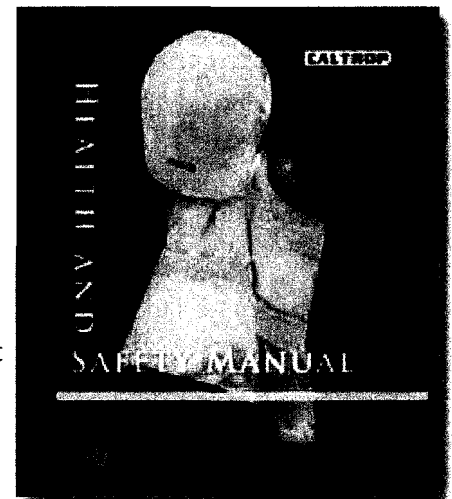
Specific review and oversight work will typically include:

- Review and analyze the project Traffic Management Plan during pre-construction review of the PS&E.
- Review staging plans and make recommendations for amendments, if needed.
- Coordinate with County staff and contractor to review the project and contractor’s baseline schedule to identify conflicts with the staging, haul routes, public safety and traffic management plans.
- Review the traffic management plan and staging plan for potential conflicts with adjacent or nearby projects that are under construction and / or with emergency vehicular accesses and recommend revisions to the project construction baseline schedules, as necessary.

Safety – We recommend adopting a safety program that establishes a protection performance goal for the County construction management engineering services. In the event of accidents, our staff will record, photograph and document the mishap and follow procedures to notify all proper agencies and authorities. In addition, we will be responsible for the enforcement of all state and federal regulations for construction activities including those identified in the Occupational Health and Safety Administration, and ensuring we are in compliance with the LAPM.

CALTROP has extensive experience in developing and implementing project safety plans. Much of our experience is based on Caltrans requirements that consist of regular safety meetings and training. In the event of accidents, our staff will record, photograph and document the mishap, and follow procedures to notify all proper agencies and authorities.

In addition, we will be responsible for the enforcement of all state and federal regulations for construction activities including those identified in the Occupational Health and Safety Administration, and ensuring we are in compliance with Chapter 1610 of the LAPM. CALTROP recommends that we and the County collectively:



- Provide the project with guidelines for uniform safety system implementation that ensures strict compliance with statutory requirements
- Strive to eliminate personal injury and property damage, thus eliminating human suffering and reducing monetary loss
- Establish communication lines, responsibility and accountability for the safety system
- Develop safety policies for areas and activities not covered by federal, state or local standards

The CALTROP Team can assist with safety program development and contract surveillance, as needed. The CALTROP Construction Health and Safety Manual are available for use. It defines CALTROP's guidelines for developing site-specific safety procedures and implementing compliance and enforcement stages of the safety program. Proposed CALTROP staff members completed an in-house safety training program. Every 10 days, we will convene a safety tailgate meeting. Meeting minutes will be maintained in the project files. The traveling public's safety through construction zones and detour routes will remain CALTROP's priority. Our construction personnel will review detours and partial closures to make sure signs are clear, merging distances and lighting during night operations is adequate and safe bike and pedestrian access is provided, where necessary.

Change Orders – No change order will be issued to the contractor without the County's prior approval. For any changes made within a City or Caltrans ROW, all change orders will be submitted to the respective agency in coordination with the County for their review and approval prior to issuance to the contractor.

The project manager / resident engineer will prepare a "Finding of Fact" statement that details the reason for the change or claim, chronology of events, schedule impacts, cost estimating and documents supporting the change or claim for distribution within the CCO package.

Claims Avoidance / Management – Should issues arise requiring a claim to be filed, the project manager or assigned resident engineer or project Inspector will review the merits of the claim and advise the County accordingly of such, if warranted. In the event of a dispute, our staff will always pursue resolutions in the best interest of the County, which is fair and will prevent further claim and / or subsequent litigation. Constant communication between the project manager / resident engineer or assigned Inspector and the contractor's representative will help to prevent the further risk of claims and greatly minimize the owner's risk. Most of the claims that arise should be resolved at the jobsite. We will prepare all documentation necessary for use in dispute resolution hearings.

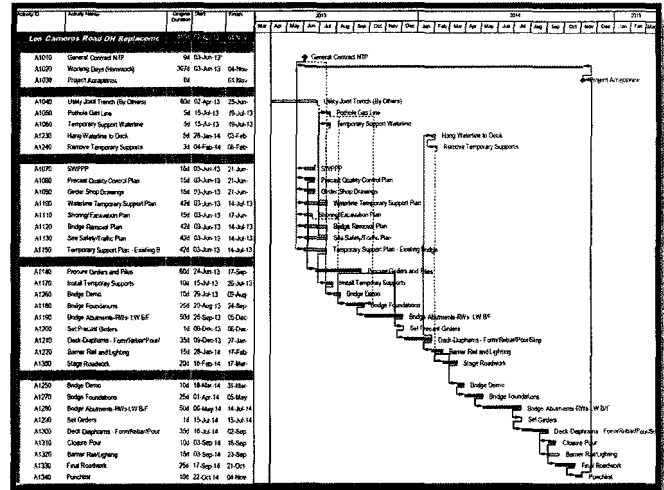
Progress Payments – The construction manager, resident engineer or assigned project inspector will provide the overall administration management for the construction management team commensurate on their assigned responsibility, with the specific responsibilities for administration, preparation, and approval of the construction contractor's monthly pay application in accordance with the contract documents and County procedures. The project manager, resident engineer or assigned project inspector will prepare quantities and estimates of work carried out before the 20th day of each month and recommend approval to the County. Cost accounting records such as progress payments and CCO status will be kept in accordance with the Caltrans Local Assistance procedures for consistency and audit.

Documentation of Quantities – The construction management team will maintain a complete and documented electronic set of records for each contract pay item in accordance with the approved schedule of values. It shall include all necessary data to support the respective quantity installed and paid to date. The pay records which can be subject to audit, will be maintained in a neat, orderly manner and kept up to date at all times.

The construction management team will file monthly pay estimate forms and contractor monthly request-for-payment forms in pay folders for each month. For example, the backup information for each pay item will be filed in Category 48, "Contract items." The construction management team will then be able to go to Category 48 to research individual histories for each item. The construction management team is responsible for having at least one pay sheet per item per month as work proceeds.

Schedule Control (Construction Management Responsibilities) – The construction manager, resident engineer or assigned project inspector will review the contractor’s baseline schedule and monthly updates using the latest version of Primavera P6 and Claim Digger software. The review and acceptance of the contractor’s progress schedule is for compliance with the requirements of the contract documents only. Project schedule review activities include:

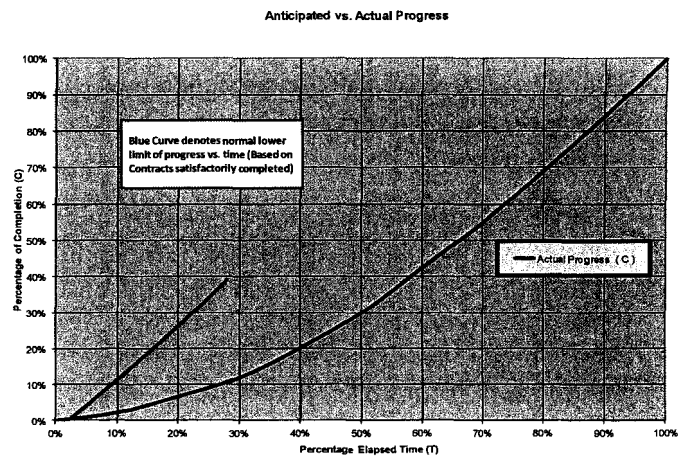
- Reviewing the baseline schedule and monthly updates.
- Reviewing the three-week schedule and discussing with the construction management team.
- Either rejecting or accepting a schedule. (Doing nothing will indicate acceptance which should be avoided).
- Verify the project schedule and the three-week look ahead to verify that they correlate with each other.



Budget Tracking – We utilize spreadsheets and graphs to monitor and track construction budgets and costs, as well as construction management expenditures and costs. For the construction costs, we will use the “banana curve” that will provide a visual presentation of the contractor’s performance. We will report this information to the County via a monthly progress report.

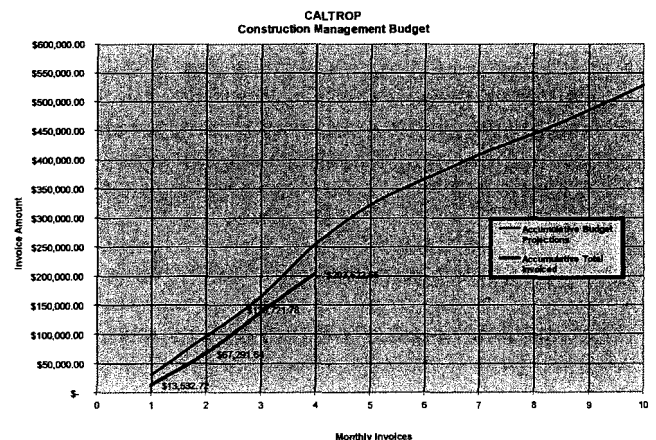
The below Figures 2A and 2B represent our typical budget project graphs we use to track and project a project’s current and projected financial status.

Figure 2A



To track construction management budget expenditures, we use the following chart, which is also included in the monthly report to the County.

Figure 2B

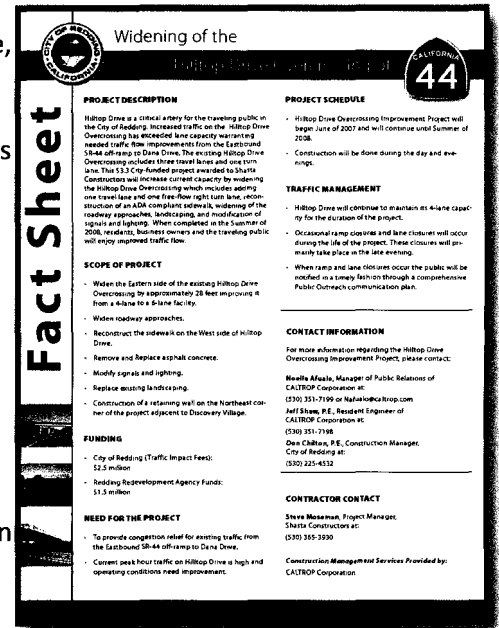


The construction manager, resident engineer or assigned project inspector will not allow the contractor to change future logic, activity durations, etc., in a monthly update. The only allowable changes to the schedule will be as-built updates or changes the contractor makes to his means and methods.

Time of completion is the essence of the contract. The work shall be executed to completion in accordance with the specified schedule, subject to adjustment in accordance with the requirements of the contract documents.

Public Information – When road construction is underway, traffic, noise, inconvenience, or schedule impacts are immediately felt throughout the surrounding community and affected businesses, as well as by traveling tourists and the commuters using the road on a daily basis. It is important to disseminate information to the affected communities and the traveling public on the construction schedule, driving safety, and possible detours or route impacts.

The assigned resident engineer and / or construction manager will take the lead, and with support of our Public Relations Officer Mark DeSio as necessary, in establishing a workable public relations and awareness program in conjunction with the County staff and affected stakeholders when needed; this item will follow the requirements as outlined in the established task order and per the request for qualifications. Mark can assist in any public meetings as a forum for dissemination of information and proactive solutions prior to start of construction.



Widening of the Hilltop Drive Overcrossing

PROJECT DESCRIPTION
Hilltop Drive is a critical artery for the traveling public in the City of Redding. Increased traffic on the Hilltop Drive Overcrossing has exceeded lane capacity warranting needed traffic flow improvements from the Eastbound Side off-ramp to Drive Drive. The existing Hilltop Drive Overcrossing includes three travel lanes and one turn lane. This \$3.2 City funded project is needed to traffic. Contractors will increase current capacity by widening the Hilltop Drive Overcrossing which includes adding one travel lane and one free-flow right turn lane, reconstruction of an ADA compliant sidewalk, widening of the roadway approaches, landscaping, and modification of signals and lighting. When completed in the summer of 2008, residents, business owners and the traveling public will enjoy improved traffic flow.

SCOPE OF PROJECT
- Widening the Eastbound side of the existing Hilltop Drive Overcrossing by approximately 28 feet improving it from a 4-lane to a 5-lane facility.
- Widening roadway approaches.
- Reconstruct the sidewalk on the West side of Hilltop Drive.
- Remove and replace asphalt concrete.
- Modify signals and lighting.
- Replace existing landscaping.
- Construction of a retaining wall on the Northeast corner of the project adjacent to Discovery Village.

FUNDING
- City of Redding (Traffic Impact Fees): \$2.5 million
- Redding Development Agency Funds: \$1.5 million

NEED FOR THE PROJECT
- To provide congestion relief for existing traffic from the Eastbound Side off-ramp to Drive Drive.
- Current peak hour traffic on Hilltop Drive is high and operating conditions need improvement.

PROJECT SCHEDULE
- Hilltop Drive Overcrossing Improvement Project will begin June of 2007 and will continue until Summer of 2008.
- Construction will be done during the day and evenings.

TRAFFIC MANAGEMENT
- Hilltop Drive will continue to maintain its 4-lane capacity for the duration of the project.
- Occasional ramp closures and lane closures will occur during the life of the project. These closures will primarily take place in the late evening.
- When ramp and lane closures occur the public will be notified in a timely fashion through a comprehensive Public Outreach communication plan.

CONTACT INFORMATION
For more information regarding the Hilltop Drive Overcrossing Improvement Project, please contact:
Heath Aasala, Manager of Public Relations of CALTROP Corporation at: (530) 221-1799 or heath@caltrop.com
Jeff Shaw, P.E., Resident Engineer of CALTROP Corporation at: (530) 221-1798
Don Chabwa, P.E., Construction Manager, City of Redding at: (530) 221-4232

CONTRACTOR CONTACT
Steve Mosaman, Project Manager, Shreve Constructors at: (530) 355-3930
Construction Management Services Provided by: CALTROP Corporation

QSD / QSP Water Quality Monitoring and SWPPP Support – We would propose to include CALTROP personnel such as Charlie Hayler, PE, QSD or Amy Comte, QSD, ToR, CPESC for QSD / QSP water quality monitoring and SWPPP support as needed. The assigned QSD for the specific project will prepare a site-specific Construction Site Monitoring Plan (CSMP) pursuant to the Construction General Permit (2009-0009-DWQ as amended by 2010-0041- DWQ). This work includes runoff and run-on monitoring. Preparation of a Rain Event Action Plan (REAP) every time NOAA predicts a 50% chance or more of a storm event is also required.

CALTROP Team members have extensive understanding of the Construction General Permit (Order No. 2009-0009-DWQ, NPDES No. CAS000002). Team members have implemented the Construction General Permit (CGP) from all perspectives and types of construction, giving CALTROP a well-rounded approach to stormwater compliance. We will review the Plans and Specifications per assigned task order or project, to determine the appropriate Risk Level for potential sediment impacts. The daily monitoring of all construction activity is an important responsibility that must be effectively enforced at all times.

All projects are also to be in full compliance with all local and RWQCB or non-point source regulations, inclusive of the approved SWPPP document and BMPs. Various items that can become non-compliant or a pose a threat are earthwork, grading operations, paving operations, saw cutting, pavement delineation, paint items, equipment maintenance, unprotected inlets and / or drainage courses, improperly stored materials, overall site maintenance, portable toilets, and /or uncontrolled run-offs. It is the responsibility of the resident engineer and / or inspectors to monitor all daily activity for any impacts, non-compliance and / or enforcement of the project specifications, and / or imposed BMPs to effectively minimize any impacts before they happen. We provide SWPPP training and have several qualified staff with QSD / QSP certification. The Project Team and key staff has attended the required QSD / QSP training.

We will undertake the following through our assigned personnel, Amy Comte, our resident QSD / CPSEC officer or, via the Tully Group (DBE) if necessary under federal provisions:

1. We will perform a thorough sounding of the Plans and Special Provisions to ensure that Contract language is provided to ensure the role and responsibility of the Contractor is defined and all enforcement language is included to meet the terms of the Permits and avoid potential claims.
2. Our QSD / QSP will develop the conceptual SWPPP and assess the appropriate Risk Level.
3. Development of a site specific monitoring plan will be performed by our QSD / QSP to ensure proper compliance.
5. A post-construction storm water operation and management plan will be developed by our QSP / QSD and with the cooperation of County maintenance department.
6. Development of REAP will be done by our QSD / QSP and enforced by the Resident Engineer.
7. Required sampling and testing will be conducted per the site monitoring plan.
8. Ensure implementation of post-construction storm water operation and management plan at the end of construction.
9. CALTROP can also assist the County for filing the NOI and NOT through the SMART system – the termination of the permit (NOT) is dependent on how the project is designed. Our QSP / QSD will provide the necessary guidance to meet these requirements.

Project personnel will also document pre-storm, storm, and post-storm visual inspections / monitoring, along with site photos and test results as required during construction. We will document and demonstrate final stabilization of the project area and assist the County in filing the Notice of Termination (N.O.T.).

Task 3 - Post Construction Services (Closeout)

Final Inspection – Our key team members and local inspection team will conduct the final inspection of all construction and issue either via Deficiency or Final Punchlist of outstanding items necessary for completion or repair in effort to obtain acceptance of work. Developments and production of documents attesting to project conformance with plans, specifications and approved change orders will be completed and submitted to the County. We will also maintain communication and interaction with any affected regulatory agencies to ensure permits can be closed out with the respective permitting agencies.

Post-Construction Services, Project Closeout – All applicable documents listed in the RFP will be prepared, inventoried, reviewed and submitted to the County for review and accepting. Should a project be federally or state funded, CALTROP is familiar with Caltrans LAPM, Chapter 17 and will assist the County in completing all required forms to ensure full reimbursement for the project is obtained. Our core team members have executed project close out numerous times.

As-Built Plans – We will coordinate the recording and compilation of a record set of as-built drawings. We will provide a check on the drawings for completeness and accuracy, and make sure that the changes are properly noted and legible.

Contract Records – Throughout the duration of the project, we will be administering project documentation and records in compliance with the Caltrans documentation process and Sections 16.8 and 16.9 of the LAPM with the objective of submitting the project files to the County for permanent record.

Quality Control – The development and evolution of our QC Plan is designed to be used on numerous projects to conform to both Caltrans and FHWA requirements and is designed to mirror the FHWA audit process. CALTROP thus focuses on quality control and assurance in three main areas during construction on all projects:

- Quality control and quality assurance for materials used in projects and incorporating materials with all applicable specifications
- Contract administration and documentation quality control
- Construction safety

The CALTROP Team will assure quality by adhering to the County's guidelines, addressing soils testing, aggregates, asphalt and other construction materials. Pay quantity documents are checked to ensure proper calculation. Pay quantity documents will be compared to material release forms to ensure that payment is made only for the released material amount. Contract change order payments will be checked to assure they concur with the change order.

To meet high-quality standards, all of our inspectors / materials inspectors and testers are certified in the CTM tests required for your project. CALTROP will also ensure that all local, state and federal safety rules and regulations are enforced.

Additionally, our corporate quality assurance / quality control representative visits projects periodically to check diaries and pay quantity documents. These diaries are checked for complete information, which is an important tool in confirming the contractor's work is compliant with the contract, avoiding claims and protecting the County or other affected stakeholder(s).

Task Order Assignment Methodology

Mike Schaaf, PE, will be the primary point of contact with the County and the focal point for CALTROP resources. CALTROP has years of experience working with public agency construction management and related services. Prior to the start of work, CALTROP will tailor our standard Construction Manager Procedural Manual (Project Manual) that will be responsive to the County and compliant with the LAPM and project funding requirements through our Quality Control Process led by Mike Schaaf, PE. The Project Manual will set out how the team intends to perform the work and will include the following elements:

- Clearly defined management roles and responsibilities
- Interface with the County and participatory stakeholders
- Overall public communication protocols
- Contact information
- Quality control procedures
- Project management and inspection procedures
- Invoicing format
- Project documentation procedures
- Safety procedures
- Reporting standards and guidelines

Task orders will be used to define the way work will be staffed and performed, how and when the staff is assigned, what deliverables will be required, the task schedule and budget, and the parameters for monitoring performance.



Mike – and any construction manager / resident engineer and / or assigned project inspector – will communicate weekly while work is in progress to review project issues, discipline information needs and critical work tasks. The information shared in these meetings is the backbone of our approach to the contract. This approach provides a regular review of the contract activities by the Construction Manager / Resident Engineer that provides for timely resolution of issues and / or redirection as necessary. Using this integrated approach with the key team members provides a project team that is flexible and immediately responsive to project issues.

Assignment Development

When the County identifies a work assignment, Mike will coordinate with the assigned County Project Manager and the Construction Manager to establish the general scope of work needed. Mike will identify the best people for the work based upon the project’s needs and expectations. Discussing the work before a formal task order is generated reduces the time needed for revisions, negotiations and processing task orders.

In consideration of the RFP and expected staffing duties / responsibilities, the below chart (Figure 3) outlines anticipated support duties as may be required of our selected Key Personnel in order to effectively match their skills. The proposed responsibilities of each key team member or the staffing level for the various tasks required for the various types of projects will be dependent upon the final task order as provided by the County for any given support task or need.

Staffing Plan and Responsibilities

Key Personnel	Classification	Anticipated Project Task Responsibilities								
		Utility Work / Underground	Roadway Reconstruction / Overlays / Rehab	Roadway Safety Improvements	Bridge Projects involving minor repairs, replacement or seismic retrofit	Encroachment project pertaining to: utility improvement, private development or enhancement	Traffic signal improvements or modifications inclusive of electrical and lighting	SWPPP / NPDES compliance, oversight and / or monitoring inspections	Bicycle Safety Projects	
Mike Schaaf, PE	PM/Resident Engineer	•	•	•		•	•	•	•	
Scott Dendall, PE, QSD	CM / Resident Engineer / Bridge Inspector	•	•	•	•	•	•	•	•	
Charlie Hayler, PE, QSD	CM / Resident Engineer / Bridge Inspector	•	•	•	•	•	•	•	•	
Mark McAvoy, PE, QSD	CM / Resident Engineer	•	•	•		•	•	•	•	
Tyrone Taylor, PE	CM / Resident Engineer	•	•	•		•	•	•	•	
Daniel Van Slyke	Roadway and Bridge Inspector	•	•	•	•	•	•	•	•	
Aaron Thomas	Roadway Inspector	•	•	•		•	•	•	•	
Welcome Fraley	Roadway Inspector	•	•	•		•	•	•	•	
Cheryl Miller	Roadway Inspector	•	•	•		•	•	•	•	
Luis Ruz	Roadway Inspector	•	•	•	•	•	•	•	•	
Mori Behvand	Roadway and Bridge Inspector	•	•	•	•	•		•		
James Smolenski, PE	Roadway and Bridge Inspector	•	•	•	•	•	•	•	•	
Hossein Fegghi, PE	Bridge Inspector	•		•	•		•	•	•	
Matt Sgraves	Asst. Resident Engineer	•	•	•	•	•	•	•	•	
John Atkin	Asst. Resident Engineer (Electrical)	•	•	•		•	•		•	
Richard Shirley, RLA	Asst. Resident Engineer (Landscape)	•	•			•	•	•	•	
Amy Comte, QSD / QSP, CPESC	Asst. Resident Engineer (SWPPP Support)	•	•			•		•		
Vicki Hayler, QSD / QSP, CPESC	Administrator / OE	•	•	•	•	•	•	•		
Rhonda Holbrook	Administrator / OE	•	•	•	•	•		•	•	

Figure 3

EXHIBIT C
Master Agreement

CONSULTANTS FEE SCHEDULE

5. Estimated Billing Rates

The below table represents our current 2013 classification rates.

Schedule of Rates

Principal	\$200 - \$250
Construction Manager	\$165 - \$250
Senior Claims Analyst	\$145 - \$220
Claims Analyst	\$120 - \$200
Senior Resident Engineer – Registered	\$170 - \$220
Resident Engineer	\$150 - \$200
Assistant Resident Engineer	\$120 - \$190
Resident Bridge Engineer – Registered	\$170 - \$220
Structures Inspector	\$150 - \$180
Construction Inspector (Roadway and Bridge)	\$120 - \$160
Public Works Inspector	\$100 - \$140
Senior Schedule Analyst	\$150 - \$180
Senior Scheduler	\$130 - \$160
Scheduler	\$110 - \$140
Office Engineer / Administrative Staff	\$100 - \$150

Notes

- Overtime rate for field personnel will be charged in accordance with State and Federal Law.
- Field Vehicles, Computer and Cell Phone will be charged at \$12 per hour.
- Direct Project Expenses will be charged at cost plus 10 percent.
- Rates are subject to Prevailing Wage requirements and changes.
- All rates apply through December 2013. Rates from January 2014 on are increased by the current published CPI or minimum 3% per year.