

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

DEPT: Public Works

BOARD AGENDA # \*C-6

Urgent  Routine

AGENDA DATE December 15, 2015

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Woodward Reservoir Muir Point and T-Island Campground Projects to McGuire and Hester, of Oakland, California, and Approval to use Public Facilities Fees and Other Related Actions

STAFF RECOMMENDATIONS:

1. Adopt the Plans and Specifications for the Woodward Reservoir Muir Point and T-Island Campground Projects.
2. Award a contract in the amount of \$2,509,637 to McGuire and Hester, of Oakland, California, for the construction of the Project, subject to receipt of appropriate insurance and bonds.
3. Authorize the Chairman of the Board to execute a contract with McGuire and Hester and to sign necessary documents.

(Continued on Page 2)

FISCAL IMPACT:

Costs associated to assure the delivery of this project are in the amount of \$3,447,750, (\$2,509,637 for the contract; \$290,076 for construction engineering, quality assurance, inspection, materials testing, design support, and contract administration; \$234,574 for design services and construction staking; \$72,500 for services performed by Pacific Gas & Electric (PG&E); \$90,000 for project review; and \$250,963 for contract change orders and contingencies). Caltrop Corporation construction management services in the amount of \$195,105 are included in the \$290,076 allocated for construction engineering services.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2015-640

On motion of Supervisor Chiesa, Seconded by Supervisor Monteith  
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

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

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

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

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Woodward Reservoir Muir Point and T-Island Campground Projects to McGuire and Hester, of Oakland, California, and Approval to use Public Facilities Fees and Other Related Actions

**STAFF RECOMMENDATIONS (CONTINUED):**

4. Authorize the Director of Public Works to execute change orders, not to exceed 10%, in accordance with Public Contract Code, Sections 20137 and 20142.
5. Approve a project agreement for \$195,105 with Caldrop Corporation to perform construction management services under the master agreement approved by the Board of Supervisors on May 21, 2013.
6. Authorize the Director of Public Works to execute the project agreement with Caldrop Corporation and sign the necessary documents.
7. Approve Amendment No. 3 to the Professional Design Services Agreement for all-inclusive engineering services with Welty Engineering, Inc. (Welty) in the amount of \$28,500 for a total not to exceed amount of \$234,574 for the Project.
8. Authorize the Director of Parks and Recreation, or designee, to execute the amendment with Welty and sign the necessary documents.
9. Authorize the Department of Parks and Recreation to increase the Project budget in the amount of \$291,376 funded by Regional Parks Public Facilities Fees, Fund 2405.
10. Direct the Auditor-Controller to increase revenue and appropriations in the amount of \$291,376, as detailed in the attached budget journal.
11. Authorize the Directors of Parks and Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

**FISCAL IMPACT (CONTINUED):**

The Board of Supervisors, as of August 18, 2015, has approved the use of Public Facilities Fees (PFF) in the amount of \$3,156,374 for this project. On November 19, 2015, the PFF Committee approved the request of an additional \$291,376 from Regional Parks, Fund 2405, increasing the total approved PFF funding for this Project to \$3,447,750. As of October 31, 2015, the unobligated balance of Fund 2405 is approximately \$2.76 million. Funding is available in the Fiscal Year 2015-2016 Adopted Final Parks and Recreation budget.

**DISCUSSION:**

Stanislaus County owns and maintains Woodward Reservoir Regional Park (WRRP), which is located at 14528 26-Mile Road, near the City of Oakdale. The WRRP consists of 3,500 acres, in which approximately 2,150 acres are designated for outdoor recreational activities such as swimming, boating, fishing, and camping.

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Woodward Reservoir Muir Point and T-Island Campground Projects to McGuire and Hester, of Oakland, California, and Approval to use Public Facilities Fees and Other Related Actions

The purpose of the Woodward Reservoir Muir Point and T-Island Campground Projects (Project) is to expand recreational camping facilities at the WRRP by adding new infrastructure and upgrading existing infrastructure to support the Project's improvements.

Once the Project is constructed, the WRRP will have an additional 61 full service campsites with new sewer, water, electrical facilities, and Recreational Vehicle (RV) hookups. The Project will also significantly upgrade the existing aging sewer, water, and electrical infrastructure. The scope of Project's improvements includes:

1. Provide a total of 61 new sewer and electrical services with RV hookups at WRRP.
2. Retrofit existing restroom at T-Island Campground.
3. Replace existing obsolete lift station at T-Island Campground and construct new lift station at Muir Point Campground.
4. Upgrade the existing sewer force main from the T-Island Campground to the existing sewer force main junction at Hackberry Flat Campground.
5. Install sewer gravity conveyance system at T-Island and Muir Point Campgrounds.
6. Upgrade existing electrical service and infrastructure at Muir Point, T-Island and Hackberry Flat Campgrounds.

On April 17, 2012, the Board of Supervisors approved the use of PFF funds for the development and construction of the initial project in the amount of \$1,899,740. The Project's design and scope were expanded to address the infrastructure upgrade, and on August 18, 2015 the Board approved additional PFF funding of \$1,256,634 for a Project total of \$3,156,374.

An invitation to bid was electronically posted to the Modesto Reprographics website on October 5, 2015. The invitation to bid included the engineer's estimate of \$2,100,000 as well as the deadline for bids. On November 4, 2015, a total of 4 sealed bids were received, publicly opened, and read. A summary of the bids follows:

<b>Contractor</b>	<b>Base Bid</b>
Sinclair General Engineering Construction, Inc.	\$ 2,483,139.49
McGuire and Hester	\$ 2,509,636.50
McFadden Construction, Inc.	\$ 2,519,739.45
Clark Bros, Inc.	\$ 2,964,565.74

Per the County's bid requirement, the prime contractor is required to perform at least 30% of work. Based on the information submitted by Sinclair General Engineering Construction, Inc. on their "Subcontractors List" form, the work performed by the prime contractor Sinclair General Engineering Construction, Inc. totaled only 17% of the total bid amount. As the

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apparent low bidder, Sinclair General Engineering Construction, Inc. did not meet the prime contractor requirement and their bid was found to be non-responsive.

Public Works staff reviewed the lowest responsive bid from McGuire and Hester and found it to be regular in all respects and recommends awarding a contract in the amount of \$2,509,637.

<b>Updated Woodward Reservoir Budget</b>	<b>Cost</b>
Welty Engineering, Inc. - Design Services	\$234,574
Public Works - Project Review Services	\$90,000
Public Works - Construction Management	\$290,076
Construction Costs based on bid	\$2,509,637
10% Contingency	\$250,963
PG&E Construction Services - Estimated	\$72,500
Estimated Project Cost	\$3,447,750

As required in the master agreement with Caltróp Corporation, any project greater than \$100,000 requires approval from the Board of Supervisors. Therefore, Public Works staff recommends the Board approve a project agreement in the amount of \$195,105 for Caltróp Corporation to perform construction management services for the Project.

The Welty Engineering, Inc. (Consultant) contract was approved by the Board of Supervisors on December 10, 2013 for \$56,553 to provide all-inclusive engineering services. The Consultant's contract was based on the assumption that the new infrastructure for 61 camp sites could be constructed within the capacity of the existing sewer and electrical systems. Once the Consultant performed analysis of the existing infrastructure, it was determined that the existing sewer and electrical infrastructure was not capable of supporting the intended Project improvements. This created a need to significantly increase the Project's design and construction scope. On February 3, 2015, the Board approved an amendment to the Consultant's contract, increasing the contract budget to \$206,074. As the project progresses toward construction, construction staking will be needed. The professional construction staking services were previously included in the Memorandum of Understanding between Parks and Recreation and Public Works. It is recommended the staking be performed by the Design Consultant. Welty Engineering can provide professional construction staking services at the cost of \$28,500. Amendment 3 will increase the Consultant contract to a total not to exceed \$234,574, with an associated reduction of the scope and compensation assigned to Public Works.

Approval to Adopt Plans and Specifications and Award the Construction Contract for the Woodward Reservoir Muir Point and T-Island Campground Projects to McGuire and Hester, of Oakland, California, and Approval to use Public Facilities Fees and Other Related Actions

The electrical service for the Woodward Reservoir Regional Park is provided by PG&E. The electrical infrastructure will be upgraded by PG&E in order to meet the project's electrical needs. Upgrading the electrical infrastructure will require PG&E to design and construct the upgrades, which is estimated by PG&E to cost \$72,500. The County will reimburse PG&E directly for the scope of services performed by PG&E personnel as it relates to upgrading electrical infrastructure associated with this project.

On November 19, 2015, the PFF Committee reviewed and recommended approving a request for additional funds in the amount of \$291,376. The revised PFF funding approved for this Project is \$3,447,750.

The Project is tentatively scheduled to begin construction in January 2016 and to be completed in May 2016.

#### **POLICY ISSUES:**

The recommended actions support the Board's priorities of providing A Safe Community, A Healthy Community, and A Well Planned Infrastructure System by developing and managing Woodward Reservoir Regional Park and improving the facilities in ways that provide the best possible experience for people to enjoy the out-of-doors at the most reasonable cost.

#### **STAFFING IMPACT:**

Oversight of this project will be performed by current staffing levels within Parks and Public Works Departments.

#### **CONTACT PERSON:**

Jami Aggers, Parks and Recreation Director	Telephone: (209) 525-6770
Matt Machado, Public Works Director	Telephone: (209) 525-4153

#### **ATTACHMENT(S):**

1. Budget Journal
2. Plans and Specifications
3. Contract for Construction Services with McGuire and Hester
4. Project Agreement with Caltrop Corporation
5. Amendment No. 3 with Welty Engineering, Inc.

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Database  
Balance Type  
Data Access Set

FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
Budget  
County of Stanislaus

Ledger  
Budget  
Category  
Source  
Currency  
Period  
Batch Name  
Journal Name  
Journal Description  
Journal Reference  
Organization  
Chart Of Accounts

\* List - Text County of Stanislaus  
List - Text LEGAL BUDGET  
\* List - Text Budget  
\* List - Text DER SC  
\* List - Text USD  
List - Text  
Text  
Text DER SC  
Text PFF Budget for Muir Point  
Text  
List - Text Stanislaus Budget Org  
Accounting Flexfield

Upl	Fund (4 char)	Org (7 char)	Account (5 char)	GL Project (7 char)	Location (6 char)	Misc. (6 char)	Other (5 char)	Debit Incr appropriations decr est revenue * Number	Credit decr appropriations incr est revenue * Number	Line Description Text
	2135	0035712	63280	0011364	000000	000000	00000	291,376.00		Contracts
	2135	0035712	46615	0011364	000000	000000	00000		291,376.00	PFF
	2405	0061280	85850	0000000	000000	000000	00000	291,376.00		Operating transfers out
								582,752.00	291,376.00	

Totals:  
Tip: This is not the end of the Template. Unprotect the sheet and insert as many rows as needed.

Explanation: Increase budget for PFF Woodward Reservoir T-Island / Muir Point Project

Requesting Department		Data Entry		Auditors Office Only	
Silvia Cruz	Merry Mayhew	CEO			
Prepared by	Approved By	CEO	Keyed by	Prepared By	Approved By
	12/2/2015	12/9/15			12/8/15
Date	Date	Date	Date	Date	Date



DEPARTMENT OF PARKS AND RECREATION  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Phone: (209) 525-6700  
Fax: (209) 525-6774

## COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between McGuire and Hester, whose place of business is located at 9009 Railroad Avenue, Oakland, California (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. 2015-640 adopted on the 15th day of December, 2015 awarded to Contractor the following Contract:

### **Woodward Reservoir Muir Point and T-Island Campground Projects Contract No. 8058**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### **Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### **Article 2. Architect/Engineer and Project Manager**

- 2.1 Welty Engineering, Inc. designed the Project and furnished the Plans and Specifications. Welty Engineering, Inc. shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

#### **Article 3. Contract Time and Liquidated Damages**

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Sixty (60) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports,



studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Project Plans  
Project Specifications  
Contractor's Bid  
Agreement  
Notice of Award  
Notice to Proceed  
Construction Performance Bond  
Construction Labor and Material Payment Bond  
Encroachment Permit [if applicable]  
Form FHWA-1273 [if applicable]

- 6.2 There are no Contract Documents other than those listed in this Document, Article 6.

#### **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity

required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and

agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 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.

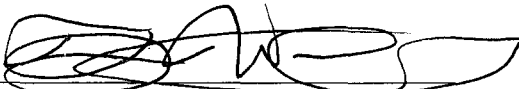
If to County: Stephanie Musso, Contract Administrator  
Department of Parks and Recreation  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358

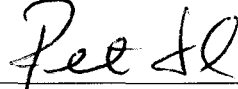
If to Contractor: McGuire and Hester  
Attention: Robert Herrera  
9009 Railroad Avenue  
Oakland, CA 94603

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**MCGUIRE AND HESTER**

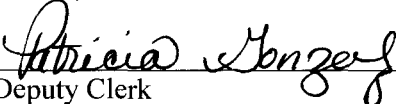
By:   
Terrance Withrow  
Chair of the Board of Supervisors

By:   
Robert C. Doud  
Executive VP/CFO

Date: 12/15/15  
"County"

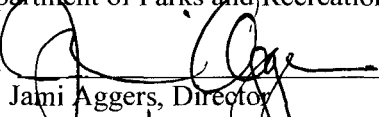
Date: 11/23/15  
"Contractor"

ATTEST: Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the County of  
Stanislaus, State of California

By:   
Deputy Clerk


Date: 12/15/15

APPROVED AS TO CONTENT  
Department of Parks and Recreation

By:   
Jami Aggers, Director

Date: 12/1/15

APPROVED AS TO FORM:  
John P. Doering, County Counsel

By:   
Amanda DeHart  
Deputy County Counsel


Date: 11/19/15

**CONTRACTOR'S BID SHEET****Woodward Reservoir Muir Point and T-Island Campground Projects****BASE BID**

<b>T-Island and Hackberry Flat Campgrounds</b>						
Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	Water Pollution Control Plan and Monitoring (WPC), (SWPPP)	1	LS	25000	25000
2	SP-06	Mobilization	1	LS	100000	100000
3	SP-07	Temporary Traffic Control	1	LS	500	500
4	SP-12	Clearing and Grubbing	1	LS	14000	14000
5	SP-12	Sawcut Existing Pavement	5,203	LF	1.50	7804.50
6	SP-12	Existing Pavement Removal and Disposal	12,037	SF	.50	6018.50
7	SP-12	Existing Concrete Removal and Disposal	421	SF	2	842
8	SP-12	Remove Existing Abandoned Lift Station	1	LS	10000	10000
9	SP-12	Remove Existing Fiberglass Lifts Station #3	1	LS	10000	10000
10	SP-12	Remove Existing PG&E Transformer Pad	1	LS	350	350
11	SP-12	Remove Existing Flow Meter	1	EA	500	500
12	SP-15	AB Class 2	925	TON	30	27750
13	SP-16	Hot Mix Asphalt Type A	273	TON	150	40950
14	SP-17	Thermoplastic Traffic Stripe and Pavement Marking	1	LS	5500	5500
15	SP-18	ADA Signage	3	EA	350	1050
16	SP-26	Concrete Campsite Service Pad (Including Bollard)	41	EA	700	28700
17	SP-25	Lockable Sewer Cap	41	EA	100	4100
18	SP-21	1/2" Galvanized Sch. 40 Steel Pipe and Fittings	41	EA	NA	NA
19	SP-39	RV Electrical Pedestals	41	EA	1300	53300
20	SP-21	1/2" SCH. 40 Galvanized Steel Pipe Riser and Hose Bibb	41	EA	500	20500
21	SP-26	Concrete Parking Bumpers	2	EA	80	160
22	SP-26	ADA Compliant Concrete Walk	818	SF	10	8180
23	SP-22	1/2" PVC SCH. 40 Potable Water Pipe and Fittings	847	LF	50	42350
24	SP-23	48" Gravity Sanitary Sewer Manhole	7	EA	7000	49000
25	SP-23	48" Drop Sewer Manhole	2	EA	8000	16000
26	SP-24	6" SDR-26 Sanitary Sewer Trunk	1,578	LF	70	110460
27	SP-24	6" Gravity Sewer Clean Out	1	EA	800	800
28	SP-24	4" PVC SCH 40 Sanitary Sewer Lateral	1,699	LF	65	110435
29	SP-28	CCTV Pipeline Inspection	3,277	LF	5	16385
30	SP-20	Dewatering	1	LS	10000	10000
31	SP-30	T-Island Restroom Remodel (Complete-In-Place)	1	LS	90000	90000
32	SP-31	T-Island Lift Station #3 (Complete-In-Place)	1	LS	135000	135000
33	SP-32	4" Ductile Iron Pipe Force Main	1,719	LF	90	154710
34	SP-33	Air Release Valve/Clean Out	1	LS	20000	20000

35	SP-34	Flow Meter and Vault	3	EA	15000	45000
36	SP-35	Parshall Flume, Vault, and Ultrasonic Level Sensor	1	LS	15000	15000
37	SP-37	Trenching with 1-1/2" Conduit	1,430	LF	50	71500
38	SP-37	Trenching Conduit In Joint Trench	2,843	LF	6	17058
39	SP-37	Trenching with 4" Conduit	1,580	LF	50	79000
40	SP-38	Vaults	12	EA	5000	60000
41	SP-40	Conductors	4,243	LF	9	38187
42	SP-40	New Service Conductor	60	LF	60	3600
43	SP-40	Feeder Conductor	1,595	LF	60	95700
44	SP-43	Transformer Pad (for PG&E)	1	EA	3100	3100
45	SP-41	1200A 480V Switchboard (Including Concrete Pad)	1	LS	60000	60000
46	SP-42	400A 480V 3-PH Distribution Board with Transformer (Including Concrete Pad)	1	LS	31000	31000
47	SP-27	7' Chain Link Fence	144	LF	55	7920
48	SP-27	Chain Link Fence Gates	1	LS	1200	1200
49	SP-29	As-Built Drawings	1	LS	500	500
Sub-Total for T-Island And Hackberry Flat Campgrounds						1649110
<b>Muir Point Campground</b>						
Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	Water Pollution Control Plan and Monitoring (WPC), (SWPPP)	1	LS	10000	10000
2	SP-06	Mobilization	1	LS	55000	55000
3	SP-07	Temporary Traffic Control	1	LS	500	500
4	SP-12	Clearing and Grubbing	1	LS	10000	10000
5	SP-12	Sawcut Existing Pavement	1,600	LF	1.50	2400
6	SP-12	Existing Pavement Removal and Disposal	3,743	SF	.50	1871.50
7	SP-20	Dewatering	1	LS	10000	10000
8	SP-16	Hot Mix Asphalt Type A	58	TON	150	8700
9	SP-15	AB Class 2	283	TON	30	8490
10	SP-26	Concrete Campsite Service Pad (Including Bollard)	20	EA	700	14000
11	SP-25	Lockable Sewer Cap	20	EA	100	2000
12	SP-21	1/2" SCH. 40 Galvanized Steel Pipe Riser and Hose Bibb	20	EA	500	10000
13	SP-24	1/2" Galvanized Sch. 40 Steel Pipe and Fittings	20	EA	NA	NA
14	SP-39	RV Electrical Pedestals	20	EA	1300	26000
15	SP-23	48" Gravity Sanitary Sewer Manhole	7	EA	7000	49000
16	SP-23	48" Drop Sewer Manhole	2	EA	8000	16000
17	SP-24	4" PVC SCH 40 Sanitary Sewer Lateral	1,266	LF	65	82290
18	SP-24	6" SDR-26 Sanitary Sewer Trunk	1,197	LF	70	83790
19	SP-28	CCTV Pipeline Inspection	2,463	LF	5	12315
20	SP-22	1/2" PVC SCH. 40 Potable Water Pipe and Fittings	207	LF	50	10350
21	SP-36	Muir Point Lift Station #5 (Complete-In-Place)	1	LS	70000	70000
22	SP-32	3" Ductile Iron Pipe Force Main	296	LF	90	26640

23	SP-27	7' Chain Link Fence	223	LF	40	8920
24	SP-27	Chain Link Fence Gates	1	LS	1200	1200
25	SP-37	Trenching Conduit in Joint Trench	4,700	LF	6	28200
26	SP-37	Trenching with 4" Conduit	850	LF	50	42500
27	SP-37	Trenching with 1-1/2" Conduit	950	LF	50	47500
28	SP-38	Vaults	9	EA	5000	45000
29	SP-40	Feeder Conductor	5,960	LF	6	35760
30	SP-41	600A 480V 3PH Switchboard (Including Concrete Pad)	1	LS	42000	42000
31	SP-42	400A 480V 3-PH Distribution Board with Transformer (Including Concrete Pad)	1	LS	44000	44000
32	SP-43	Transformer Pad (for PG&E)	1	EA	3100	3100
33	SP-40	New Service Conductor	850	LF	60	51000
34	SP-29	As-Built Drawings	1	LS	500	500
35	SP-33	Air Release Valve/Clean Out	1	LS	1500	1500
Sub-Total for Muir Point Campground						860526.50
<b>TOTAL BID</b>						<b>2,509,636.50</b>

(SIGNED)  Michael R. Hester, President  
 McGuire and Hester Date: 11/4/15


Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**CONTRACTOR'S BID SHEET**

**Woodward Reservoir Muir Point and T-Island Campground Projects**

**ALTERNATE ADDITIVE 1 (Overlay existing pavement, see exhibit below)**

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-16	Hot Mix Asphalt Type A	371	TON	150	55650
2	SP-47	Roadway Preparation	1	LS	5000	5000
<b>TOTAL ALTERNATE ADDITIVE 1 BID</b>						<b>60650</b>

(SIGNED)  Date: 11/4/15

Michael R. Hester, President / McGuire and Hester

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**CALTROP CORPORATION**  
**Project Agreement No. 002**

**Construction Management Services for the Woodward Reservoir Muir Point T-Island Campground**

**A. Terms and Conditions**

Except as hereinafter provided, the services provided by the Consultant under this Project shall be subject to the terms and conditions set forth in the Master Agreement for Professional Design Services ("Agreement") made and entered into by and between the County of Stanislaus ("County") and Caltrop Corporation ("Consultant"), on May 21, 2013.

**B. Scope of Work**

The Consultant shall provide Construction Management Services under the Master Agreement and this Project Agreement for the Woodward Reservoir Muir Point T-Island Campground Project, as set forth in the Consultant's proposal and scope of work dated October 31, 2015, attached hereto and by this reference made a part hereof.

**C. Compensation**

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

1. Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the consultant's Proposal. The specified hourly rates shall include direct salary costs, employee benefits, and overhead. These rates are not adjustable for the performance period set forth in this project and scope of work.
2. The parties hereto acknowledge the maximum amount to be paid by the County for services provided shall not exceed One Hundred Ninety-Five Thousand One Hundred Five and 14/100 Dollars (\$195,105.14), including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Project Agreement No. 002 on December 15, 2015.

**COUNTY OF STANISLAUS**

**CALTROP CORPORATION**

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

Matt Machado, Director  
Department of Public Works

"County"

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

James M. Schaaf  
Area Manager  
CALDROP Corporation

"Consultant"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

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

Amanda DeHart  
Deputy County Counsel



**CALTROP CORPORATION  
Project Agreement No. 002**

**Construction Management Services for the Woodward Reservoir Muir Point T-Island Campground**

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**C. Compensation**

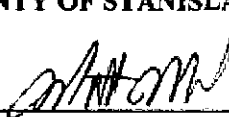
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**COUNTY OF STANISLAUS**

By:   
Matt Machado, Director  
Department of Public Works

"County"

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel

**CALTROP CORPORATION**

By: \_\_\_\_\_  
James M. Schaaf  
Area Manager  
CALTROP Corporation

"Consultant"

Signature on next page



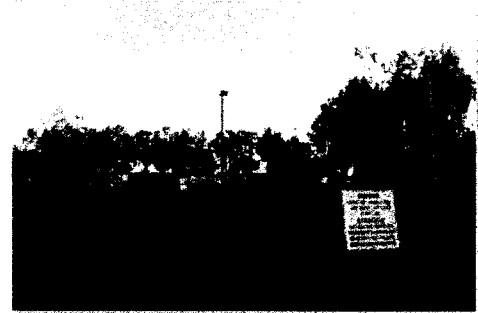
October 31, 2015

Mr. Chris Brady, PE  
Deputy Director  
Construction/Roads/Bridges  
Stanislaus County Public Works  
1716 Morgan Road  
Modesto, CA 95358

RE: Woodward Reservoir~ Contract 8058  
Muir Point and T-Island Campground Projects  
Consultant CM / Inspection Proposal

Dear Mr. Brady:

Further to your recent request via e mail dated October 15, 2015 in regards to the above referenced project, for CALTRON to provide construction management services inclusive of Resident Engineering and full inspection with ancillary CM support services, we are pleased to confirm that we can provide the requested services. The following outline provides a brief understanding of the project and the CM and inspection support duties that are expected, inclusive of our estimated cost to provide the necessary services for the successful delivery of the project prior to the facility re-opening in mid-March 2016.



### Brief Project Understanding

In general, the County is requesting complete construction management, and administration support services for this project which is to include project management, contract administration (Resident Engineer and / or CM) services, inspection services, labor compliance review and certified payroll review oversight, and all associated administrative tasks related to the project files / documentation in consideration of both County DPW and Parks and Recreation administrative expectations and internal audit.

We understand that, the selected CM firm *will not* provide direct materials testing / IQAT or construction staking as both will be provided via separate contract by others with the County. We will however provide administrative oversight and coordination respective to each as required to successfully oversee the project.

The project is currently planned as a 60 WDs contract, however weekends may be allowed to be utilized during the construction period upon written request and prior authorization. Although the project site is available beginning January 11, 2016, actual construction period is expected to begin in mid-January 2016, with an expected completion date of April 15<sup>th</sup> or sooner. (Project bid opening is November 4, 2015 with contract award anticipated on December 15<sup>th</sup> and the Notice to Proceed January 11, 2016 +/-). The current Engineer's Estimate is approximately \$2.1 million +/- (bids are expected to be somewhat lower).



### Work Plan

Work in general is to provide inspection and oversight in regards to the planned renovations and various systems upgrades throughout the Park. The planned system upgrades for instance entails: the provision of (new) removal and replacement of (upgrade) of electrical services, 61 RV electrical and sewer hook-ups, retrofit the existing restrooms on T-Island for ADA compliance, improve the existing lift station on T-Island and replace the existing 3" sanitary force main with new 4" force main, construct a new lift station at the Muir Point campground, installation of new sewer systems on both T-Island and Muir Point campgrounds, various electrical service upgrades at the campgrounds, inclusive of modifications to the electrical infrastructure within the Hackleberry Flat campground. As noted, pavement repairs are included as alternative item work. Work is to be allowed within the park confines only.

As example in regards to the project's CPM schedule, the finish-to-start relationships of the critical project activities that we believe would occur under this contract are listed below:

1. Notice to proceed (mid-January 2016 +/-)
2. Order lift station sumps / electrical items (most critical as it usually will take 1 month +/- minimum)
3. Improve T-Island restrooms for ADA
4. R&R existing sanitary sewer FM adjacent T-Island
5. Install new sewer system within T-Island and Muir Point campgrounds
6. Construct new improvements / modifications to T-Island and Muir Point lift stations
7. Install new (61) RV electrical and sanitary campsite hook-ups (T-Island and Muir Point)
8. Upgrading of various electrical services within the T-Island and Muir Point campgrounds
9. Modify existing electrical service infrastructure within Hackleberry Flat
10. Pavement remediation (as required and as approved)
11. Re-open park by early April 2106



The finish-to-start relationships of the noted activities above and expected different contractors involved may make acceleration of the schedule very difficult. However, we would expect that due to the size and nature of the work given the expanse and locations of the campgrounds, the contractor can divide the work and provide simultaneous work crews in effort to accommodate the 60 WD schedule. It is thus extremely important that the contractor order any materials and/or sump-lift station mechanical and electrical items as soon as possible and that careful examination of the contractor's CPM-Baseline schedule is accomplished prior to the beginning of work so that the completion of work and delivery is completed when the park re-opens in 2016.

### Potential Project Issues / Challenges

In the course of every project there can always be issues that may arise that can have potentially serious impacts on costs and/or schedules if not addressed appropriately and early in the project timeline. A pre-bid review of the contract documents is an option, but would need to be addressed with the DPW / Parks and Recreation personnel, and ultimately with the contractor prior to the NTP (or no later than the pre-con meeting), materials procurement or beginning of work. We recommend that our proposed field staff conduct a detailed review prior to the Notice to Proceed (NTP) to the contractor to begin work as a factor of safety.



This effort will help mitigate any issues before breaking ground and any systems improvements and would allow for a corrective Change Order to be issued prior to start, if found necessary.

It will be the responsibility of CALTRIP's Resident Engineer / ARE-Project Inspector to assist the CM in effort to recognize such issues should they arise in as practicable manner as possible. We need to effectively communicate our concerns to the County DPW and the design team, so that any necessary corrective steps are taken to minimize future construction impacts. We feel that our Team's outstanding understanding of County processes and procedures, personnel relationships (James Pursley and Dennis Bazyuk) and their experience on this type of project (Frank Raines OVH Park for example) provides us with an excellent foundation for anticipating potential problems and developing solutions in partnership with the County.

As a result of our preliminary field site reviews and review of the currently available PS&E under advertisement, we have identified a few project issues or challenges. Such matters would be best addressed prior to the beginning of work and no later than the Notice to Proceed, or at the Pre-Construction meeting.

*The brief noted items of concern and /or that will require additional attention are:*

1. **Project Scheduling** – this will need to be addressed at the issuance of the NTP and preferably by no later than the pre-construction meeting to ensure that all long-lead items have been duly ordered and received in time to complete. We will also be checking for continuity of work progression and sequencing of work, checking of both logic and order of work so that it is completed within the specified 60WD period and successfully delivered on time.

As noted, the campground will be closed during the winter months in effort to accommodate the construction effort so it is imperative that the work is completed in timely fashion and in time for the re-opening expected late March 2016 with acceptance of all work by early April 2016.

2. **Utility Verifications** – as a portion of the work involves the (new) improvements of sanitary sewer conveyance systems, we will need to have accurate potholing and conformation of existing utilities so that we can avoid costly delay and/or cost stemming from interference.
3. **Mechanical Item work** – as this project includes modifications to and the new installation of lift stations at the T-Island and Muir Point campgrounds respectively, verification of correct equipment, availability and sizing is extremely important. A sound submittal review and detailed investigation prior to ordering is necessary to ensure that there will be no conflict or issues when installing that could delay the project.
4. **Electrical Service Improvements** – this work needs to be scheduled in a critical-path fashion as there is considerable work detail to be accomplished; for instance, 61 RV hook-ups (inclusive of sanitary service), Muir Point and T-Island upgrades, and the Hackleberry Flat infrastructure.
5. **Sanitary Sewer Improvements & Weather** – there is considerable sanitary improvements such as the remove and replacement of the existing 3' to 4" sewer FM slightly south of T-Island, numerous sanitary service hook-ups, and gravity conveyance lines at both T-Island and Muir Point campgrounds requiring installation. With the above in mind, weather will need to be considered when construction is underway to ensure it is duly noted and accommodated within the schedule for wet-weather and /or temperature impacts and delay. Should impacts arise, the contractor must have a contingency plan that would allow them to work on something else such as the ADA improved restroom facility on T-Island.





6. **SWPPP Oversight** – due to the fact that the project work is within the park / reservoir confines, we would propose to include CALDROP personnel such as Amy Comte, PE, QSD 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.



Project staff 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 City in filing the Notice of Termination (N.O.T.).

7. **Public Safety** - On-site security during the construction effort may be of concern for the County and the CM / Inspection team. The contractor will need to provide a safety plan for both site containment and also to provide public safety at all times during all phases of construction. A working plan must include all forms and planned system to provide public security and be reviewed / approved prior to beginning of work and when each stage is to be implemented.

## Planned Scope (Brief Summarization)

### Construction Management Plan

Caltrop maintains an in-house Construction Management and Resident Engineer Procedures Manual that closely follows Caltrans standard procedures.

We tailor this manual to suit specific project and client requirements. For example, we include procedures that the County or other affected participatory agencies would like to use to process documents and changes that are client-specific. We illustrate the procedure with flow diagrams and break points so that all concerned know the agreed-upon process from the start. The CM Manual is a living document and can be modified as the project progresses if it is determined a specific procedure requires improvement.

Our team employs management and procedural methodologies based on well-established, project-tested construction management and administrative guidelines, cost control procedures, proven audit and cost recovery approaches, and claims management techniques that include local, state or federal participation rules for funding and labor compliance. Our methodologies are underpinned by a proactive approach to coordination and the establishment of open, consistent channels of communication among all of the parties involved.

### General Work Plan

A key element to the success of this project and our approach is to thoroughly understand the project requirements so that we can perform our services in a timely, efficient and effective manner – that is, within budget at the least cost and impact to the County and any affected stakeholders or the public.

In general, our proposed work plan approach and scope of construction management services typically divides the given project management activity into three (3) distinct task categories. (A more detailed scope of work / task outline will be provided upon final agreement and PO compilation). In general:



**Task 1**

Provide preliminary project construction management and inspection support services in accordance with the responsibility and authority given to us by the County prior to the start of work. This includes pre-bid services such as constructability review prior to beginning of work, permitting assistance, value engineering, chairing the pre-bid meeting, post-award support, pre-job photos / reconnaissance, pre-construction attendance and other support services. Pre-construction services will be steered by the Resident Engineer and as applicable with assistance from inspection staff as needed.

**Task 2**

Provide full project management, inspection, administrative oversight, mechanical, electrical and civil inspection, scheduling, labor compliance / DIR management and oversight, quality assurance oversight of material testing and construction staking, SWPPP management, and quality control support. These activities will generally follow the Scope of Services of the provided request for proposal of 10/15/15 or Task Order and can be modified accordingly as appropriate to the specific needs and task requirements of the County for the assigned project. The filed inspection work of the individuals assigned to the field, including inspection support, will be under the overall direction of the assigned Resident Engineer, who will provide the contract administration and guidance as needed.

**Task 3**

Provide project closeout responsibilities and other final support services as required by the County DPW – Parks & Recreation and /or local jurisdictional policy and CALDROP Construction Manual policy and procedures. It is expected that since the project is for the County Parks and Recreations Dept. via DPW, an internal audit will be performed.

*Will manage /administer the contract to under LAPM / federal standards, inclusive of filing and document control per Caltrans Standard Filing System (63 categories).*

**Proposed Staffing**

We are proposing to provide Mike Schaaf, PE as the Resident Engineer, and Michael Schieberl as the ARE-Project Inspector to assist the County upon the Notice to Proceed for the project. A copy of their resumes is attached for your review and use. As noted, we have also included P/T inspection for the project via Deanna Becker in an effort to assist with any extended or OT inspection during the expected construction period as needed and also any invoicing, PW-DIR and CPR matters, change orders and contract letters as deemed necessary during said period.

Additional project support will be provided by James (Mike) Schaaf, PE who will provide CM support and Deanna Becker who will contribute administrative support and DIR-prevailing wage / CPR support and oversight during the construction effort.

Of note, Mike has provided CM support for the recent 2013 and 2014 Countywide Overlay Programs and the recent Frank Raines OVH - Water Systems Improvements projects as with providing CM / Resident Engineering management and administrative support to the recent RSTP "F" 5938 (208) project. Michael



Schieberl was the ARE-IOR for the County's Frank Raines OVH - Water Systems Improvements which was very similar to this project in nature and requires similar improvements / inspection oversight responsibilities. Also, he has a very good working relationship with James Pursley of the Parks and Recreation Department. (All proposed personnel resumes are attached).

Our cost proposal for this work is attached in a sealed envelope.

Upon your review, and should you have any questions, please feel free to contact me at any time. As noted, we are more than happy to review and discuss this pending cost proposal and/or our proposed work plan and staffing with you for approval purposes prior to acceptance and the notice to proceed. I can be reached at (925) 548-0895 or via e-mail at [jschaaf@caltrop.com](mailto:jschaaf@caltrop.com).

Sincerely,

A handwritten signature in black ink, appearing to read "JMS".

James M. Schaaf, PE  
Area Manager / CM-Resident Engineer  
CALDROP

Attachment "A" ~ Scope of Work (example)  
Cost Proposal via sealed envelope

Cc: Regional Director CM Division  
PM – Stanislaus County DPW



## Attachment "A"

The following is a brief outline of our typical project support tasks / typical scope of work:

**Pre-Construction Meeting** – We will attend 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.

**Construction Meetings** – During the coordination and pre-construction conference, the County, contractor and CALDROP 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 our field inspectors and project personnel will ensure compliance with the established specifications, material selection and contract requirements and implementation.

**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. CALDROP'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 disconnection during the Park's temporary closure.

**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 DPW, regulatory agency, designer or other engineering consultants.

**Project Submittals** – Clear and concise 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.

**Construction Inspection** – CALDROP inspectors have experience providing inspection of parks, public works, transportation and infrastructure projects for the State, transportation agencies, counties and 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, grading, paving, electrical, mechanical, sanitary, landscaping, pavement delineation, retaining walls, sump and pump plants, transmission pipelines, storm drainage, utilities, form work, reinforcing and structural steel, concrete placement, and roadway / 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 CalOSHA 10-hour.



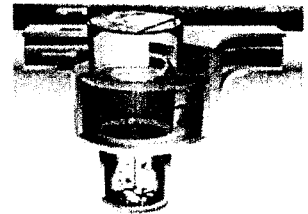


**Test Data** – Our experts and the personnel who oversee materials testing will review and make recommendations on the fabrication and production of manufacturers shop or mill tests. We will also compare independent test data to ensure that all materials conform to established design and specification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

**Traffic Control** – CALTRIP will review and provide input on the contractor's traffic control plan to confirm and have acceptance of the plan before implementation so the infrastructure is deemed safe during the approved construction period.

**Safety** – We recommend adopting a safety program that establishes a protection performance goal for the County DPW-Parks & Recreation 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.

**QSD/QSP Water Quality Monitoring and SWPPP Support** – We would propose to include CALTRIP personnel such as Amy Comte, PE, QSD 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.



Staff 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.) / WDID #.

**Final Inspection** – Our key inspection team will conduct the final inspection of all construction for final approval and acceptance by the County.

**Post-Construction Services, Project Closeout** – All applicable documents will be prepared, inventoried, reviewed and submitted to the County. 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 State 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** – CALDROP focuses on quality control and assurance in three main areas during construction:

- 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 CALDROP Team will assure quality by adhering to the County's DPW 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. CALDROP will ensure that all County, DPW Parks, local, state and federal safety rules and regulations are enforced.



**Title: Woodward Reservoir Muir Point and T-Island Campground Projects - C M Services  
 Stanislaus County, CA - Projects Nos 8058**

Federal Project No:

Consultant: CALDROP Corporation

**Direct Labor**

Classification		Name	Range	Hours	Billing Rate	Total		
<b>Pre-Construction</b>		Task 1						
C M		Mike Schaaf	PE	24	\$ 248.46	\$	5,963.04	
ARE / Inspector		Mike Schieberl		8	\$ 169.37	\$	1,354.96	
OE		Deanna Becker	EIT	8	\$ 110.11	\$	880.88	
<b>Total Direct Labor Cost Task 1</b>						<u>\$</u>	<u>8,198.88</u>	
<b>Construction</b>		Task 2						
C M		Mike Schaaf	PE	100	\$ 248.46	\$	24,846.00	
ARE / Inspector		Mike Schieberl		480	\$ 169.37	\$	81,297.60	
OE		Deanna Becker	EIT	100	\$ 110.11	\$	11,011.00	
Inspector		Deanna Becker	EIT	240	\$ 131.11	\$	31,466.40	
<b>Total Direct Labor Cost Task 2</b>				<u>920</u>		<u>\$</u>	<u>148,621.00</u>	
<b>Post Construction</b>		Task 3						
C M		Mike Schaaf	PE	8	\$ 248.46	\$	1,987.68	
ARE / Inspector		Mike Schieberl		24	\$ 169.37	\$	4,064.88	
OE		Deanna Becker	EIT	8	\$ 110.11	\$	880.88	
<b>Total Direct Labor Cost Task 3</b>						<u>\$</u>	<u>6,933.44</u>	
<b>Overtime Allowance</b>			Time / Half	Insp	48	\$ 198.16	\$ 9,511.82	
			Double Time	Insp		\$ 226.33		
All approved overtime is billed against the OT allowance								
<b>Other Direct Costs</b>								
Vehicles				920	\$ 12.00	\$	11,040.00	
Per diem estimate \$120 per day billed at cost				90	\$ 120.00	\$	10,800.00	
<b>Total ODC</b>						<u>\$</u>	<u>21,840.00</u>	
<b>Subconsultant Costs (see attached detailed cost estimate)</b>						\$	-	
<b>Total Cost Estimate</b>						<u>\$</u>	<u>195,105.14</u>	



**Title: Woodward Reservoir Muir Point and T-Island Campground Projects - C M Services  
Stanislaus County, CA - Projects Nos 8058**

Contract No : 0

Federal Project No: 0

**Sub-Consultant Costs:**

<b>Firm</b>	<b>Cost Estimate</b>
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<b>Sub-Consultant Total Cost</b>	<u><u>\$ -</u></u>
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**Notes:**

1. All hourly rates effective through December 2015.
2. All hourly rates are increased annually by the current CPI - Minimum 3%.
3. All rates include employee wages, salary, related benefits, overhead and profit.
4. Vehicle full sized truck, mileage, gas, maintenance, license is included.
5. Overtime billed in accordance with State and Federal Law.
6. Estimate is based on 60 working days only.
7. Rates are subject to Prevailing Wage requirements and changes per the DIR.
8. The overtime billing rate for inspector Schieberl are: OT : \$ 198.16, DT : \$ 226.33
9. The overtime billing rate for inspector Becker are: OT : \$153.40, DT : \$ 188.80

### Education

- BS, Civil Engineering, California State University, Sacramento

### Registrations / Certifications

- CA, EIT, No. 147734
- CMIT-Construction Manager in Training

### Areas of Expertise

- Office Engineering
- Construction Inspection
- Budget Management
- Hydrology/Hydraulics/ Drainage Design
- Storm Water Management
- Utility Coordination
- Completed State Board-approved QSP Qualification Course
- CPR/DIR reporting
- Labor compliance

## Deanna Becker, EIT, CMIT

### Office Engineer / Inspector (as-needed)

Ms. Becker has over four years of experience providing office engineering and construction inspection services. She has experience assisting with the administration of Caltrans and local agency construction projects, as well as project specific and as-needed construction management contracts. She has also performed roadway engineering tasks including quantities, cost estimating, utility coordination, storm water management, and drainage design. Additionally, her experience includes support in preparation and delivery of technical reports, approval documents, and project pursuits. She is familiar with the Caltrans Standard Specifications, Construction Manual, and Local Assistance Procedures Manual, as well as the Caltrans Standard File Management System.

### Selected Project Experience

#### **2015 Pavement Rehabilitation Projects 4097 / 4100, City of Orinda, CA**

*Project Inspector.* Responsible for full-time construction inspection of two pavement rehabilitation projects. The work includes cold planning existing AC roadway, base failure stabilization with full depth reclamation (FDR) with lime and/or cement, and repaving with HMA. Other work includes utility relocation, service extensions and adjustments, curbs, gutters, AC dikes, curb ramps, striping, utility and monument adjustments, iron pipe removals, and storm drain rehabilitation. Projects are federally administered and funded

#### **2015 City Wide Slurry Seal Project, City of San Mateo, CA**

*Assistant Resident Engineer.* Responsible for full-time construction inspection of 11 streets requiring a slurry seal overlay. Work included Type-1 polymer modified slurry sealant, installation and/or relocations of signage, pavement delineation modifications, and re-striping.

#### **Geer Road Bridge over Tuolumne River (Seismic Retrofit) Project, Stanislaus County, CA**

*Office Engineer.* Responsible for maintenance of project records and CPR reports on a seismic retrofit over the Tuolumne River. Improvements include hinge restrainers at two locations, two cast-in-steel-shell concrete piles, and improvements to both abutments.

**Crows Landing Road at West Main Intersection Improvements Project 9047, Stanislaus County, CA**  
*Office Engineer.* Responsible for maintenance of project records, CPRs, labor compliance, document controls and part-time construction inspection as-needed. Project work includes intersection widening, construction of traffic signal, drainage and storm drain system improvements, striping, and signage.

**Ivy Drive Pavement Rehabilitation Project 4095, City of Orinda, CA**

*Office Engineer/Inspector.* Responsible for maintenance of project records and part-time construction inspection of a federal participation, 3,000-foot, pavement rehabilitation project. Work included HMA mill and fill, curb replacement, drainage improvements, ADA ramp upgrades, and striping. Project is federally funded and administered.

**Ivy Drive / Coral Drive Sidewalk Improvements SRTS Project 4093, City of Orinda, CA**

*Office Engineer/Inspector.* Responsible for maintenance of project records and part-time construction inspection of an SRTS Program that constructed sidewalks adjacent to the Orinda Intermediate School to provide a safe connection for pedestrians to the southern entrance of the OIS school. Project is federally funded and administered.

**CALTROP Regional Office, Sacramento, CA**

*Office Engineer / Administrative Assistant.* Assists the contract administrator with the preparation of labor compliance documents, budget tracking and projections, travel expense documentation, and invoicing for ongoing Caltrans and local agency contracts. Assists with the general filing and maintenance of the project records for ongoing contracts administered from the Sacramento office and other field office locations.

**North County Corridor Project (SR-99 to SR-120), Stanislaus County, CA**

*Assistant Engineer.* Responsible for the PA&ED on-site and off-site drainage facility design and storm water management in both County and Caltrans jurisdictions to construct an east-west roadway that would improve regional network circulation, relieve existing traffic congestion, reduce traffic delay, accommodate future traffic, benefit commerce, and enhance safety.

**SR-88 Pine Grove Corridor Improvement Project, Amador County, CA**

*Assistant Engineer.* Responsible for the PA&ED storm water management and utility coordination for the improvements to nearly 3 miles of state highway in and around the town of Pine Grove in Amador County. The project improvements include road widening, profile and superelevation corrections, additions of pedestrian and bicycle facilities, turn lane additions, and improvements to local school facilities.

**Stillwater Business Park Phase 1B, City of Redding, CA**

*Office Engineer / Inspector.* Assisted with the general filing and maintenance of the project records. Reviewed labor compliance documents, including certified payroll, fringe benefit statements, budget tracking and projections, and DBE utilization. Assisted the resident engineer with part-time inspection. The Stillwater Project provided for construction of a 440'-long, 520'-wide, cast-in-place, post-tensioned, box girder bridge and two miles of two-lane roadway.

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# JAMES "MIKE" SCHAAF, PE, Construction Manager | RE

## Education

- BS in Civil Engineering, University of California, San Luis Obispo

## Registrations/Certifications

- CA Civil Engineer, No. 42898

## Affiliations

- American Public Works Association
- National Society of Professional Engineers
- American Association of Cost Engineers
- American Society of Civil Engineers
- Caltrans Districts 1, 3, 6 SBE / DBE Steering Committee

## Areas of Expertise

- 33 years of project and construction management experience
- Municipal, Local Agency and Public Works Experience
- More Than 25 Years Caltrans Experience
- Extensive Project Manager Experience
- Caltrans Project Management Experience
- Environmental / SWPPP Mitigation and Oversight
- Transportation Overcrossing and Interchange Experience
- Extensive Federal Experience
- Pavement Rehabilitation and Improvements
- Permitting Utility and Local Agency Coordination

Mr. Schaaf, PE, has performed design, evaluation, construction management, and contract administration for 32 years for a variety of public works, transportation agencies, and municipalities. In his roles as resident engineer, consultant, and project manager, he has provided his services on numerous projects for Caltrans and also for such cities as Mill Valley, Milpitas, Dublin, Stockton, Calistoga, Fremont, Redding, Elk Grove, San Luis Obispo, Millbrae, Salinas, Santa Clara, Santa Cruz, and San Jose. County clients have included Contra Costa, Alameda, Solano, Santa Cruz, and San Joaquin.

Mr. Schaaf's expertise includes design support, construction management, the development of roadway and highway interchange improvements, storm drainage, pump stations, public facilities, pavement management, and public works infrastructure projects. On these projects, he has been additionally responsible for environmental permitting and coordination with permitting agencies; plans and specification; quality assurance control; Stormwater Pollution Prevention Plan (SWPPP) and National Pollutant Discharge Elimination system (NPDES) monitoring and oversight; capital improvements programming; and construction management services including resident engineering, inspection, budgeting, and scheduling. He has a thorough knowledge of, and experience with, local, federal, and Caltrans Standard Plans and Specifications, applications, and procedures.

## Selected Project Experience

### **RSTP "F" (Westley) Project 5938 (208), Stanislaus County, CA**

*Project Manager / Resident Engineer.* The project was constructed to improve the existing Howard Rd. and McCracken Roads which are heavily used by both the traveling public and inter-modal truck and tractor trailers. Pavement rehabilitation included earthwork and grading, removal of existing pavement sections and replacement with brick pavers for the road surface. Responsible for the management of the contract and all administrative procedures; policies and procedures compliance; selecting required staff in a timely manner; providing guidance, training and expert input to staff; and communications and correspondence.

### **Frank Raines OVH Park and Water Systems Improvement, Stanislaus County, CA**

*Construction Manager.* Responsible for the oversight of construction of a new water system, storage tank / pump facility and water purification system inclusive of maintenance and tank storage building. Improvements included construction of new storage (water tank) facility building, construction of utility / electrical and pump building, de-chlorination housing and numerous water lateral and fire service lines serving the park and camp ground facility. Other work includes new electrical service and utility panel, fire systems modifications, mechanical and pump installations, water line extensions and new service main.

**Pete Miller Bridge @ Delta Mendoza Canal, BRLOZ 5938 (156), No. 9407, Stanislaus County, CA 9/15 – 11/15**  
*Resident Engineer.* Primary RE responsible for the inspection of all construction and bridge including railing replacement, bridge fortification, utility relocation, traffic control and staging, approach slabs, bridge restraints and pavement rehabilitation and new delineation.

**2013 and 2014 Countywide Slurry Seal Program, Stanislaus County, CA**

Resident Engineer / Inspector responsible for the oversight and management of the various selected locales to receive Type II slurry seal treatment throughout the County.

**San Pablo Avenue Corridor Transit Improvements, Alameda County Congestion Management Authority, (ACCMA), Oakland, CA**

*Construction Manager / Resident Engineer.* Phased improvements, three (3) were implemented along an approximate six-mile portion of the San Pablo Avenue corridor between the cities of Oakland and Albany. This project was sponsored by the ACCMA via RM-1 funding and was jointly managed by the AC Transit agency to upgrade their current bus system (BRT) to the new SMART Corridor system. This project entailed the re-construction of 12 intersections as evaluated by project design and CM staff, new pedestrian and safety lighting, new traffic signal warning devices and attenuation, bus branding, two new bus kiosks, ADA-compliant access ramps and sidewalk improvements, and new median landscaping. The project required extensive coordination, traffic control oversight and public agency coordination with Caltrans District 4 local assistance engineer and four cities (Oakland, Albany, Emeryville, and Berkeley).

**Joint Trunk Sewer Replacement, Project No. 14-PW-208, City of Gilroy, Gilroy, CA**

*CM / Resident Engineer.* Responsible for the management, oversight and daily review, inspection and administration for the Joint Trunk Sewer Replacement project. The scope of the project will remove and replace two sections of the ex. 24-inch pipe with a new 33-inch and 42-inch pipe in order to replace the aging pipe with new sized transmission pipe.

**Ivy Drive Pavement Rehabilitation (4095), City of Orinda, CA**

*Construction Manager and RE* for the project which entailed the pavement rehabilitation and restoration of Ivy Drive for approximately 3,500' inclusive of storm drain modifications, utility service lateral adjustments, new p.c.c. curb and gutter, driveway and sidewalks, ADA ramp upgrades, and new pavement delineation. This project was federally funded and managed.

**Ivy Drive and Coral Drive Sidewalk SRTS Improvements (4093), City of Orinda, CA**

*Construction Manager and RE* for the project which entailed the rehabilitation and new improvements in regards to the federal SRTS program for Coral Drive. Improvements included new sidewalk, driveway and curb and gutter, ADA complaint access ramps, storm drain improvement, pavement delineation and landscaping repairs. This project was federally funded and managed.

**2014-2015 CIP Sidewalk Repair and SRTS Program, San Mateo, CA**

Construction Manager for the project which entailed the rehabilitation and new improvements in regards to modification of existing access ramps to new ADA standards, new curb and gutter, sidewalk and driveways and storm sewer improvements at approximately 385 locations.

**San Juan Road Safety and Overlay Improvements, County of Monterey, Monterey, CA**

Project Manager / Assistant Resident Engineer. The project is located in northern Monterey County, from one mile west of the 101 / San Miguel Canyon Road to approximately Dunbarton Road near Watsonville. The project included over five miles (each direction) of remove-and-replace deteriorated asphalt in failed pavement areas



prior to the overlaying of 32,000 tons of hot mix asphalt (HMA). The new overlay was approximately four inches in thickness. Curve-warning signs with radar speed feedback were installed that warn drivers when they are exceeding the comfortable curve speed at Murphy Road. Other project work included surface drainage improvements, safety delineation (such as full pattern raised pavement markers), nightwork safety, traffic control for heavy traffic conditions, and maintaining residential driveways and business access during paving operations.

**On-Call Construction Management and Inspection Services, City of San Mateo, San Mateo, CA**  
*CM / Resident Engineer.* Responsible for the management, oversight and daily review, inspection and administration for CALTROP's on-call contract which includes the following projects:

2014 Citywide Slurry Seal Program  
2014 Bridge Deck Treatment Program  
Emergency 24" Waterline Repair and Replacement  
2014 Sidewalk Improvement Program

**Risk Management for San Francisco Oakland Bay Bridge (SFOBB) Corridor and Old East Span Dismantling Project, Caltrans District 4 (04A4265)**

*Consultant Contract Manager.* Mr. Schaaf is responsible for the management of all Caltrans Task Orders for this contract and all administrative procedures; policies and procedures compliance; oversight and selection of required staff in a timely manner; providing guidance, training and expert input to staff; and communications and correspondence with the Caltrans Contract Manager. CALTROP is currently providing the risk management and registers, project scheduling and PRSM support and training of state management personnel.

**Professional and Technical Construction Engineering Services,  
Caltrans District 3 (03A1810)**

*Contract Manager.* Responsible for managing the overall scope, cost and schedule for the support of various construction projects throughout the Glenn, Butte, Yuba, Colusa, Sutter and Sacramento Counties of District 3. The scope of the work includes providing construction engineering support, including inspection services, materials testing, plant inspection, office engineering, schedule analysis and claims services. Responsible for staff training, development and assignments, equipment, safety programs, budget and cost controls, coordinating subconsultant work and maintaining DBE goals. On-Call Contract Value: \$10 million

**Professional and Technical Construction Engineering Services,  
Caltrans District 1 (03A2087)**

*Contract Manager.* Responsible for managing the overall scope, cost and schedule for the support of various construction projects throughout District 1. The scope of the work includes providing construction engineering support, including inspection services, materials testing, plant inspection, office engineering, schedule analysis and claims services. Responsible for staff training, development and assignments, equipment, safety programs, budget and costs controls, coordinating subconsultant work and maintaining DBE goals. On-Call Contract Value: \$12 million

**On-Call Construction Engineering, Construction Scheduling, and Construction Inspection Support Services,  
Caltrans District 4 (04A4254 and 04A4255)**

*Consultant Contract Manager.* Mr. Schaaf is responsible for the management of all Caltrans Task Orders for these two contracts and all administrative procedures; policies and procedures compliance; selecting required staff in a timely manner; providing guidance, training and expert input to staff; and communications and correspondence with the Caltrans Contract Manager.

**On-Call Program and Project Management – Various Projects, Caltrans District 4, Statewide, CA (Contract 44A0053)**

*Task Order Manager (Northern CA).* Mr. Schaaf is responsible for coordinating with the contract manager and SoCal task manager and assistance with the administration of the contract, including task order preparation, cost estimates, monthly reporting and budget tracking reports. Also responsible for managing the scope, cost and schedule for each NorCal related Task Order, identifying and assigning personnel, supervising, reviewing, monitoring, training and directing personnel.

**On-Call Professional and Technical Construction Engineering Services Contracts (06A0838/06A1254), CT District 6, various locations in District 5, Santa Cruz and Santa Barbara, CA**

*Subconsultant Project Manager.* Mr. Schaaf was responsible for selecting required staff in a timely manner; providing guidance, training and expert input to staff; and communications and correspondence with the Prime Project Manager and Caltrans Contract Manager. Staffing has included construction inspectors, office engineers, laboratory technician and materials testers.

**McCarthy Ranch Local Improvement District and Bridges, City of Milpitas, CA**

*Project Construction Manager.* Responsible for construction of new two mile four-lane asphalt arterial and three new clear span bridges over Coyote and Lower Penitencia Creeks for local assessment district, inclusive of extensive new utility, 24-inch water distribution main and services, 30-inch sanitary sewer force main, oversight of sewer treatment plant scrubber and separator rehabilitation; construction of two new storm sewer lift stations; median and right-of-way landscaping; and storm drainage improvements.

**Dublin Boulevard Widening, STPL 5432 (006), City of Dublin, CA**

*Construction Manager / Resident Engineer.* Responsible for the review and administration of the final construction drawings and specifications for new roadway improvements, embankment reconstruction, widening of the existing four-lane bridge facility, four-inch HP recycled water line and cost estimates and constructability. Additional responsibilities included utility and local agency coordination with Dublin San Ramon Services District, PG&E, Pac Bell and AT&T.

**County of Santa Cruz DSR Storm Damage Repair Program , County of Santa Cruz, CA**

*Design and Construction Manager.* Designated by the county to evaluate and prepare repair plans and the Quality Assurance / Control program for various storm damage repair site locations throughout the county, inclusive of construction engineering and supervision. All work was funded and established under FEMA / OES guidelines and criteria, inclusive of design, strict environmental compliance and regulatory agency permitting, funding, permitting and construction procedures.

**2010 Pelandale Avenue/Dale Road/McHenry Avenue Six-Lane Widening (CIP H461), City of Modesto, CA**

*Construction Manager/Resident Engineer.* This \$9.3 million project consisted of the widening of Pelandale Avenue to a six-lane expressway. This project provided a new, three-mile, conventional, all-paved, six-lane, divided highway (three lanes in each direction) with a 16' graded earth median and roadsides. Work included the addition of a new structural pavement section to this 3.5 mile project, underground storm drains, a sewer line, and overhead utility relocations. Mr. Schaaf provided construction management, resident engineering, inspection, office engineering, utility coordination, construction administration, and labor compliance services for this project.

**2010 Dale Road/Kiernan Avenue (SR-219) Intersection Reconstruction (CIP H930), City of Modesto, CA**

*Construction Manager.* Project consisted of widening and signaling the existing intersection to accommodate the planned expansion by Caltrans of SR219 from two to four lanes. Work included new structural pavement section, underground storm drains, and sewer line. Provided construction management, resident engineering, inspection, office engineering, utility coordination, construction administration, and labor compliance services.

**Logvy Park Community Pool Facility, Calistoga, CA**

*Construction Manager / Resident Engineer.* This \$3.5 million community pool facility consisted of two new pools, playground, paved parking, shade structures, major landscaping and bio-swale improvements, and new wooden pool facility containing restrooms, change areas, showers, office, maintenance room, mechanical and chemical rooms, and pumping / mechanical plant.

**Pavement and Utility Project, City of Calistoga, CA**

*Construction Manager and Resident Engineer.* Responsible for the oversight and evaluation of the rehabilitation and repair of the public roadway(s) for eight different city street locations. Work included the replacement and improvement of sewer and water mains (inclusive of service laterals) for six of the locations. Surface work included pavement rehabilitation and oversight of final improvement asphalt sectional repairs (reconstruction and overlay types) and base failure repairs as evaluated. Underground improvements included new manholes, water service manholes, sanitary, and water main upgrade.

**2001, 2002 and 2007 Street Repair Project, City of Millbrae, CA**

*Project Design and Construction Manager.* Responsible for the rehabilitation and repair of the roadway for three different city street locations, including the re-design of Ashton Avenue for new 18" storm drainage and pavement improvements. This project was completed under federal guidelines with Caltrans Local Assistance funding support.

**Dixon Landing Road/I-880 Interchange, City of Milpitas, CA**

*Project Manager.* Mr. Schaaf was the acting liaison for the City of Milpitas and the VTA for the management and quality assurance of the final design product(s) and construction of the new interchange and roadway realignment and widening from four lanes to six in the cities of Milpitas and Fremont. His responsibilities included the preparation of various design study reports for realignment, construction materials types and design, traffic modeling studies, PS&E reviews, constructability review, design/plan checking oversight, cost analysis summaries, design reports for city council review, and the subsequent oversight of design by supporting participatory agencies.

**Route 237/I-880 Interchange, City of Milpitas, CA**

*Project Manager.* Mr. Schaaf served as the direct liaison for the City of Milpitas and subsequently the VTA and Santa Clara Counties responsible for the project supervision and initial construction design management. Duties included the management and supervision of the design team of 17 engineering firms and six sponsoring utility agencies, review and coordination of the pending interchange and highway alignments, and feasibility of construction type studies prior to final design acceptance and its progression. Other tasks included constructability reviews, value engineering, scheduling analysis, cost analysis, study reports, monthly updates, general supervision of the final design team coordination, and approvals by the sponsoring agencies and Caltrans.

**Rheem Blvd. Reconstruction, STPL 5415 (004), Town of Moraga, CA**

*Project Design and Construction Manager.* Responsible for the oversight of the design and review/plan checking of the engineering, plus the administrative oversight and inspections of both design and construction of the roadway rehabilitation (slurry and rubberized cape seal) for the cities of Moraga and Orinda. This was a state funded project under federal guidelines. Pavement section determination was developed using testing results via geotechnical and DynaFlect testing and subsequent study report of recommended alternatives.

**Tasman Dr. Extension (VTA/Caltrans)/Alder Widening, Milpitas Project 4030, CA**

*Project Design Construction Support Representative.* City representative responsible for the oversight and management of the design review and construction of the project for the reconstruction and widening of approximately 2,200 linear feet of a new six-lane paved arterial, three new signalized intersections, and 12" and 24" S.C.V.W.D. and county DIP and CL-900 high pressure water main. Also responsible for the final design oversight and specification review, selection of final pavement section, and oversight management and extensive administrative coordination with participating agencies.

**Capitol Avenue Widening/Tasman Drive Extension 4133A/B, Milpitas, CA**

*Project Design and Construction Manager.* Responsible for the design and preparation of final plans and estimates and the construction management for approximately 6,000 total linear feet of new paved arterial section, at-grade railroad crossing, five signalized intersections, 12" and 24" S.C.V.W.D. and county DIP and CL-900 high pressure water main, and large box culvert. The pavement section were developed using extensive geotechnical studies and DynaFlect testing of existing road bases to determine the appropriate sections to be used along the corridor.

**Slurry and Chip Seal 2010 Project PT0116, City of Elk Grove, Elk Grove, CA**

*Resident Engineer / Construction Manager.* Provided resident engineering and construction management for this project which included pavement rehabilitation using slurry and chip sealing for various City street locations. The work entailed asphalt base failure repairs, City Hall parking lot slurry sealing, extensive crack sealing, surface improvements using 3/8" Type II slurry or chip sealant at approximately 40+ locations within 5 residential neighborhoods, pavement delineation and signage. Additional work included major crack sealant application(s) on Laguna Blvd. between Bruceville and Laguna Springs, inclusive of new thermoplastic pavement delineation for both travel directions and construction of a new "speed table." Responsible for the residential engineering, testing and inspection management of the project.

**Harbour Point Pavement Rehabilitation PT0131, City of Elk Grove, Elk Grove, CA**

*Resident Engineer / Construction Manager.* Provided resident engineering and construction management for this project which included repairs and reconstruction of the existing median and pavement on Harbour Point Drive between Laguna Blvd. and Elk Grove Blvd. Work entailed the reconstruction of Harbour Point including surface grinding / asphalt overlay replacement, crack sealant, base failure repairs and Type II Micro Surfacing. Median improvements included surface treatment and repairs including existing sealant removal and new topical treatment and staining. Other work entailed installation of 2 new detectable warning systems (DWS), pavement delineation and signage, utility adjustments, ADA compliant sidewalk and ramp reconstruction. Responsible for the residential engineering, testing and inspection management of the project.

**Pavement Rehabilitation Project & Slurry Seal, City of Elk Grove, Elk Grove, CA**

*Resident Engineer.* Provided resident engineering for the project which entailed approximately 30+ residential street locations within the City entailing 4 neighborhoods. Responsible for the construction management and inspections of the slurry repair program. Surface work included pavement rehabilitation and oversight of final improvement asphalt sectional repairs (reconstruction and slurry overlay types) and base failure repairs as evaluated and field reviewed.

**Bruceville Rd. Median Improvements and Pavement Reconstruction (Oversight), City of Elk Grove, Elk Grove, CA**

*Construction Manager.* Provided construction management support to the City in regards to the reconstruction of the existing Bruceville Road median between Elk Grove Blvd. and Laguna Blvd. Work entailed the reconstruction of the median, minor landscaping improvements, pavement rehabilitation (dig-out repairs and slurry seal) and pavement delineation improvements.

**CIP Slurry Seal Program, City of Elk Grove, Elk Grove, CA**

*Construction Manager.* Provided construction management for the CM administrative oversight, resident engineering and inspection of the roadway rehabilitation (slurry and rubberized cape seal) program for various locations within the City. The project consisted of approximately 16 residential locations.

# MICHAEL SCHIEBERL | Asst. Resident Engineer / Inspector of Record

## Education

- BS, Technical Management, DeVry University

## Registrations/Certifications current or previously held

- ICBO Special Inspector – Structural steel welding, structural masonry, reinforced concrete, pre-stressed concrete, post-tensioned concrete
- ICC Building Inspector
- ACI Concrete Construction Inspector II and Field Testing Technician I
- AWS/CWI – QCI 88010191
- ASNT Level II – Ultrasonic, magnetic particle, liquid dye penetrant, radiation safety
- Nuclear Gauge Certified
- OSHA 30-Hour Safety Certification

## Affiliations

- CMAA
- PCI

## Areas of Expertise

- Value Engineering
- Stakeholder Communications
- Quality Assurance
- Budget Oversight
- Construction Project Management
- Construction Inspection

Mr. Schieberl has more than 28 years of experience with construction management and inspection. He has managed construction projects of many service types, including bridges, highways, water and wastewater treatment facilities, utility, commercial and residential buildings, site development and military facilities. He has directed all aspects of multi-million dollar industrial and commercial construction projects as the onsite representative and has proven success in consistently providing the technical and scheduling expertise to complete projects on time, within budget, and to quality standards. He excels in communicating and building relationships with vendors, subcontractors, architects, engineers, upper management, clients and site workers. His testing and inspection experience includes structural steel, cast-in-place reinforced concrete, structural masonry, shotcrete, gunite, pre-stressed and post-tensioned concrete construction, concrete tilt-up construction, architectural and structural building construction, mass grading and blasting operations, asphalt concrete placement, underground utility installation, creek and stream rehabilitation, erosion control and construction safety. He also has solid expertise in construction inspection of bridges, highways, water and wastewater treatment facilities, commercial and residential buildings, site development and military facilities. He has worked on projects in Canada, Western US, Hawaii, and American Samoa.

## Select Project Experience

### **Crows Landing - W. Main St. Intersection Improvements, Stanislaus County Project No. 5938 (180), 06/15 - 12/15**

*Assistant Resident Engineer and Project Inspector.* He is the primary ARE/IOR responsible for the inspection of all construction including roadway excavation, embankment fills, bio-swale construction, paving, underground electrical, traffic signal and lighting, storm drain system, new storm drain wet well and pump station, curb, gutter, sidewalk concrete valley gutter, striping. This project improved street and intersection widening including new storm drain system, new sidewalk and driveways, new traffic signal system and asphalt grind and overlay of north main street and crows landing road. He also assisted the Construction Manager with project pay estimates, change orders and schedule maintenance. Project cost \$3,101,000

### **Pete Miller Bridge @ Delta Mendoza Canal, BRLOZ 5938 (156), No. 9407, Stanislaus County, CA 9/15 – 11/15**

*Assistant Resident Engineer and Project Inspector.* He is the primary ARE/IOR responsible for the inspection of all construction and bridge including railing replacement, bridge fortification, utility relocation, traffic control and staging, approach slabs, bridge restraints and pavement rehabilitation and new delineation. He also assists the CM / RE in RFIs, submittals, scheduling and project pay estimates. Project Cost \$636,734

**Frank Raines OVH Park and Water Systems Improvement, Stanislaus County, CA**

*Acting Resident Engineer / Inspector of Record.* Responsible for the construction of a new water system, storage tank / pump facility and water purification system inclusive of maintenance and tank storage building. Improvements include construction of new storage (water tank) facility building, construction of utility / electrical and pump building, de-chlorination housing and numerous water lateral and fire service lines serving the park and camp ground facility. Other work includes new electrical service and utility panel, fire systems modifications, mechanical and pump installations, water line extensions and new service main. Mr. Schieberl was also responsible for the ongoing coordination with county environmental, public works, parks, CalFire, County Building Inspector and Health Services / Environmental personnel.  
*Project Cost \$644,380*

**2014 Sidewalk Improvement –SRTS Program, City of San Mateo, San Mateo, CA**

*Project Inspector.* Performed sidewalk inspections during the City's 2014 improvement program.

**Joint Trunk Sewer Replacement, Project No. 14-PW-208, City of Gilroy, Gilroy, CA.**

*Project Inspector.* Responsible for the inspections of the City of Gilroy's Joint Trunk Sewer Replacement Project which involved approximately 1.5 miles of 24" and 33" sewer trunk main and by pass replacement.

**District 4 Headquarter Fire Alarm / Safety System, Caltrans District 4, Southbay Region, CA**

*Assistant Resident Engineer.* Responsible for the inspection of the fire alarm / safety system for the Caltrans District 4 headquarter building. Duties also included permitting, oversight and coordination with State Fire Marshall. Project cost \$6,200,000

**Valley View Road Reconstruction, Contra Costa County, CA**

*Resident Engineer and Inspector.* Oversaw and directed all phases of a one-mile-long, four-lane-wide road improvement project, which included traffic control modifications, erosion control, and safety compliance. The project was completed on time and under budget.

**Hayfork Wastewater Treatment Facility, Trinity County, CA**

*Resident Engineer.* Oversaw the construction of installations, including lift stations, control buildings, and a 20-acre HDPE-lined aerobic treatment facility for the Hayfork Community Services District. Redesigned, in the field, 30% of the gravity collection system at the client's request.

**Sequoia Kings Canyon National Park Water Storage Replacement System, near Visalia, CA**

*Construction Manager.* Managed the construction contract for the replacement of a water storage and distribution system, a project budgeted at \$3.8 million and with a timeline of one year. Worked included the construction of three 1,500-gallon concrete storage tanks, a 3,500-foot water distribution system, and a 20,000-watt solar voltaic system. Project was completed under budget and ahead of schedule.

**Rocky Creek and Villa Creek Bridge Repair, Caltrans, Contract No. 05-0S9804, Big Sur, CA**

*Structure Inspector.* The scope included the following tasks: installation and removal of hanging staging, removal of spalled concrete, sandblasting of all exposed rebar, installation of 300 anodes, wet gunite and hand sack and patch replacement of removed concrete. Duties included monitoring lane closures, inspection of work, recording manpower, equipment and materials used for CCO work.

**Water Storage and Distribution Replacement, National Park Service, Sequoia National Park, CA**

*Construction Management Representative.* Scope included construction management services for the replacement of the existing water tanks and water distribution system at the Ash Mountain Headquarters and housing area, located at Sequoia National Park. Work included the replacement of the water distribution system, installation of sustainable fixtures in buildings, provision of limited fire protection, and installation of a photo-voltaic system. **Project cost:** \$3.8 million.

**Seismic Upgrade of Concrete Water Storage Tanks, East Bay Municipal Utilities District**

*Construction Supervisor.* Monitored all aspects of construction for contract and code compliance. The work scope consisted of the excavation of a new footing ring around the existing concrete water tanks, placing a new cast-in-place concrete footing, drill and epoxy of shear studs in the wall of the tank, placement of 15,000 feet of pre-stress cable around the tank, placing a 6 inch shotcrete cover over the cables, sandblast and epoxy coating the interior of the tank, and replacing all the valves and piping with earthquake rated components.

**Pulgas Water Dechloramination Facility, San Francisco Public Utilities Commission, San Francisco, CA**

*Quality Assurance Inspector.* The purpose of this facility was to remove the chloramines from treated water so that it could be returned to the raw water storage lake at Crystal Springs. The scope of duties included inspection, testing and documentation of a new wet well and weir, 8'X10' sliding gate, 1,600 feet of ten foot diameter concrete pipe (contact chamber) placed up to 35 feet below grade, installation of a fire water boost pump and fire line piping in the existing pump building to provide fire protection to the new control building, construction of a new control / CO2 injection building (single-story, 8,000 square feet).

**Pardee Reservoir Dam Spillway Project, East Bay Municipal Utilities District**

*Resident Engineer.* Scope included placing 3,000 feet of new under drains below the existing spillway. Placement of 1,600 rock anchors through the spillway slab. Placing 3,000 cubic yards of concrete slab over the existing spillway (1,500,000 square feet). Excavation and extension of the spillway toe and extension of the two cutoff walls that direct water down the spillway. The dam is a historic structure and the work had to comply with California Historical Society Standards. Inspection duties included supervision of materials testing, inspection of under-drain system, rebar, concrete, rock anchors, formwork, safety, water quality and air quality. Contract management duties included: schedule, RFI response, submittal review, weekly progress meetings, issue resolution and review of pay requests. This project was under the jurisdiction of the Bureau of Dams. **Project cost:** \$6.8 million.

**Roseville Sewage Treatment Plant, City of Roseville, Roseville, CA**

*Quality Assurance Inspector.* This facility is a two million gallon per day facility spread over forty acres. Responsible for the construction of all underground utilities, gate structures, influent structure, site drainage and paving. The influent structure is three stories tall with two stories below grade (wet well). This facility is a cast-in-place, three-story, concrete structure with PVC liner in the influent wet well; five lift pumps and a two-stage trash rack. Inspected all site grading, installation of all storm drains, curb, gutter, sidewalks, paving of all parking lots and access roads. Inspection duties included all excavation, grading, underground pipe placement, backfill, compaction, leak testing, rebar placement, concrete placement and asphalt placement. Recorded all daily activities and tests for contract compliance.

**Hayfork Wastewater Treatment Facility, Hayfork, CA**

*Resident Engineer.* Responsible for the construction and installation of five miles of gravity sewer pipe (SDR – 35), 1,500 service connections, five lift stations (pumping facilities), two miles of (8" mortar lined DIP) force main, twenty-acre (HDPE lined) aerobic treatment facility and maintenance & control building. Duties included resolution of field conflicts (existing underground utilities and unforeseen conditions), supervision of two testing technicians, schedule, RFI response, pay requests, change order negotiations, claim review, review and approval of all tests, and project startup and turnover. There was a redesign of 30% of the gravity sewer collection system in the field, at the request of the District, due to conflicts and community concerns.

**2 Million Gallon Welded Steel Water Storage / Chlorine Contact Tank and Pumping Facility, Humboldt Bay Municipal Water District**

*Construction Manager.* Duties included all inspection, testing and contract administration for the construction of a new 2 million gallon welded steel water storage / chlorine contact tank and pumping facility.



**Department of Parks and Recreation**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 3**

**TO**

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Amendment No. 3 to the Agreement for Professional Design Services ("Amendment No. 3") by and between the County of Stanislaus ("County") and Welty Engineering, Inc. ("Consultant") is made and entered into on December 18, 2015.

WHEREAS, the County and Consultant entered into an Agreement for Professional Design Services dated December 10, 2013, ("the Agreement"); and

WHEREAS, Amendment No. 1 dated November 5, 2014, and Amendment No. 2 dated March 17, 2015, added additional scope of work to the project to address existing deficiencies at T-Island, Hackberry Flat, and Muir Point campgrounds along with sewer pipe deficiencies in several segments of the sanitary sewer network at the Woodward Reservoir Park (Park); and

WHEREAS, the County has a need for construction staking services to complete this project and Consultant is able to provide construction staking services for the County; and

WHEREAS, Section 7.20 – "Amendments" stipulates that the Agreement may be amended by writing, executed by the parties hereto or their respective successors and assigns; and

WHEREAS, Section 2 – Compensation and Billing, Item 2.1 Compensation of the Agreement stipulates that the maximum amount to be paid by the County for services shall not exceed \$202,223.00, and

WHEREAS, the County has a need to increase this Agreement by \$28,500 to compensate Consultant for additional Work performed to complete the Project, and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Exhibit "B", Page 6 – "Detailed Scope of Work" is amended to include the following tasks:

**"Task 13.0 Professional Land Surveying**

Consultant shall provide the following additional construction staking services for the Woodward Reservoir Muir Point and T-Island Campground Projects (Project).

The additional scope of services outlined in this Amendment shall supplement the scope of services defined in the original contract. The deliverables of additional scope shall provide all construction staking services necessary to construct Project's improvements.

All construction staking services performed by Consultant shall be in compliance, and meet minimum requirements, as outlined in Attachment "B" to the construction bid package, Special



Provisions, titled "Stanislaus County Construction Surveys." The line and offset stakes frequency shall be at 50' minimum intervals and/or as described in the construction staking scope below. Furthermore, stakes shall be provided whenever there are angle points, deflection points, or wherever there is a change in direction.

For all tasks listed below, it shall be responsibility of the County's hired Contractor ("Contractor") to request construction staking services in advance. Contractor shall use Request for Construction Staking form included with the Attachment "B" Stanislaus County Construction Surveys attached to Special Provisions. Contractor shall provide Consultant with desired staking offsets locations. The Consultant shall place stakes for offsets per Contractor's request.

Exclusions: Professional Survey Mapping.

### 13.1 Site Control and Office Set-Up

- a. Consultant shall verify the existing project survey control and the horizontal and vertical control points as established during the design phase and shown on the Improvement Plans.
- b. Consultant shall provide site control for the Contractor's use during construction (maximum of 5).
- c. Consultant shall perform office set-up calculations to prepare for field survey using the approved AutoCAD drawings.
- d. Consultant shall calculate the horizontal alignment and vertical profile for the proposed improvements, in accordance with the approved plans. Consultant shall calculate survey offset positions and grades.
- e. Consultant shall prepare the field staking notes and cut sheets.

### 13.2 Gravity Sewer (T-Island, Hackberry Flat, and Muir Point)

Consultant shall provide one (1) set of line, location, and/or grade offset stakes for each of the following:

- a. Sawcut location at fifty (50) foot intervals and angle points for six-inch sewer main or as required to properly locate pipelines per approved plans;
- b. Sawcut locations at twenty-five (25) foot intervals and angle points for four-inch sewer laterals or as required to properly locate pipelines per approved plans;
- c. Line and grade offset stakes for six-inch main at fifty (50) foot intervals, angle points, and line terminations. Per Contractor's request, Consultant shall provide cut to invert and cut/fill to rim on each offset at no additional cost to the County;
- d. Line and grade offset stakes for four-inch campsite laterals; and
- e. Manholes and Cleanouts.

### 13.3 Force Main Sewer Piping and Lift Station Structures

Consultant shall provide one (1) set of line, location and/or grade offset stakes for each of the following:

- a. Sawcut location at fifty (50) foot intervals for six-inch sewer main installation, and/or

as required for the installation of all force main sewer piping and lift station structures improvements;

- b. Line and grade stakes for four-inch force main;
- c. ARV access structure locations;
- d. Access structure location; and
- e. Concrete pads and enclosures, wet well, and fence. Per Contractor's request, Consultant shall provide cut/fill to finish grade on each offset at no additional cost to the County.

13.4 ½" Campsite Water Service

Consultant shall provide one (1) set of line, location and/or grade offset stakes for each of the following:

- a. Sawcut locations at fifty (50) foot intervals or as required for the installation of ½-inch water service lines; and
- b. Service line location to campsite.

13.5 Electrical Service Lines and Structures

Consultant shall provide one (1) set of line, location, and/or grade offset stakes for each of the following:

- a. Sawcut locations at fifty (50) foot intervals or as required for the installation of electrical improvements; and
- b. All electrical service boxes, foundations, structures or others as shown on the approved construction drawings.

13.6 Concrete and Pavement

Consultant shall provide one (1) set of line, location and/or grade offset stakes for each of the following:

- a. Concrete path of travel from bathrooms to handicap parking stall;
- b. Concrete path of travel from handicap parking stall to exiting access road;
- c. Pavement for handicap parking stalls; and
- d. Signage and striping.

13.7 Lump sum total fee for tasks 13.1 through 13.6 (Prevailing Wage): \$23,500

**Task 14.0 Additional Work (Optional Task Contingency for Construction Staking Services)**

- 14.1 Re-staking services for any construction stakes that are damaged or removed as the result of the construction activities, shall be at the Contractor's expense. All work not listed above and requested by the Contractor or County shall be billed on a time and material basis based on the rates in Exhibit A – Rate Schedule, attached to Amendment No. 2 of this Agreement. Additional work shall be approved in writing by the County prior

to start of additional work. Total cost under this category shall not exceed \$5,000.

14.2 Fee: \$5,000”

2. Exhibit “B”, Page 6 – “Detailed Scope of Work” is amended to include the following language:

“1. Prevailing Wage

- 1.1. A contractor/consultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1771 and Section 1771.1(a) of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. Effective April 1, 2015, contractors/consultants must be registered with the Department of Industrial Relations (DIR) to be awarded a public works project, and must submit certified payroll records to the Labor Commissioner.
- 1.2. Pursuant to Labor Code Section 1771, certain work under this project is subject to the provision of Article 2 (commencing with section 1770) of Chapter 1 of Part 7 of Division 2 of the Labor Code, and the Consultant shall pay all workers the general prevailing rate per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday and holiday work. These wage rates, are set forth by the Director of the Department of Industrial Relations and shall be part of the Agreement. Prevailing wage work includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work.
- 1.3. By its execution of this Agreement, Consultant certifies that it is aware of the requirements of California Labor Code Section 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. Senate Bill 1999 amended Section 1720 of the California Labor Code in part to provide that: “For purposes of this paragraph “construction” includes work performed during the design and preconstruction phase of construction including, but not limited to, inspection, observation and land surveying work”. Maintenance includes: (1) Routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired. (2) Carpentry, electrical, plumbing, glazing, [touchup painting,] and other craft work designed to preserve the publicly owned or publicly operated facility in a safe, efficient and continuously usable condition for which it was intended, including repairs, cleaning and other operations on machinery and other equipment permanently attached to the building or realty as fixtures. Maintenance as defined in the California Code of Regulations, Title 8, and Section 16000, Article 1 is subject to payment of prevailing wage pursuant to Labor Code section 1720.
- 1.4. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality of each craft, classification, or type of worker needed to execute this Agreement from the Director of the Department of Industrial Relations. Copies of these rates may be obtained from the State of California Industrial Relations Department Division of Labor, website [www.dir.ca.gov](http://www.dir.ca.gov); Statistic & Research

(415/972-8620) or the Department of Transportation (916/445-3520).

- 1.5. If the Scope of Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws in the California Labor Code Section 1720, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Scope of Work available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Consultant shall defend, indemnify and hold the County, its elected officials, officer, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. The provisions of Sections 1720, 1770, 1771, 1773, 1774, 1775, 1776, 1777, 1778, 1813 and 1815 of the Labor Code shall be complied with.
  
- 1.6. Wage Rate Penalty: Pursuant to the provisions of Section 1775 of the Labor Code, Consultant and any sub-consultant shall forfeit to County, as a penalty, the sum of \$200 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by Consultant or by any Consultant sub-consultants, in violation of the provisions of this Agreement.
  
- 1.7. Payroll Records: Pursuant to the provisions of Section 1776 of the Labor Code:
  - 1.7.1. Consultant and each sub-consultant performing any portion of the work under this Agreement shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with the work.
  
  - 1.7.2. Said payroll records shall be certified and shall be available for inspection at the principal office of Consultant on the basis set forth in Labor Code Section 1776.
  
  - 1.7.3. Consultant shall file a certified copy of said payroll records with County within 10 days after receipt of a written request therefore from County.
  
  - 1.7.4. Consultant shall inform County of the location of said payroll records, including the street address, City and County, and shall, within five (5) working days, provide a notice of change of location and address of said payroll records.
  
  - 1.7.5. It shall be the responsibility of Consultant to ensure the compliance with the provisions of this Clause and the provisions of Labor Code Section 1776.
  
  - 1.7.6. In the event of noncompliance with the requirements of this Clause and the requirements of Labor Code Section 1776(h), Consultant shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects Consultant must comply. Should noncompliance exist

after said 10 day period, Consultant shall, as a penalty to County, forfeit \$100 for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Consultant acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from invoice payments due to Consultant for completed task orders.

- 1.8. Maintenance and Weekly Submission of Certified Payroll Records. The Consultant and each of its Subcontractors/subconsultant's shall maintain accurate, complete and current payroll records as required by the Labor Compliance Programs (LCP). Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776. Effective April 1, 2015, contractors/consultants and subcontractors/subconsultants must be Department of Industrial Relations (DIR) registered to be awarded a public works project, and must submit certified payroll records to the Labor Commissioner. During the progress of the prevailing wage work, until Final Payment is due, the Consultant and its Subcontractors/subconsultants shall maintain and submit Certified Payroll Records on a weekly basis. No later than 5:00 P.M. on each Monday during the Work, the Consultant shall submit Certified Payroll Records for the Consultant and its Subcontractors/subconsultants for all persons providing or performing any Work in the immediately preceding week. The original copies of Certified Payroll Records shall be submitted by the Consultant to the Contract Administrator or such other person or entity as directed by the County; concurrently with the Consultant's delivery of the original copies, a duplicate copy of each Certified Payroll record submitted by the Consultant to the Contract Administrator shall be transmitted to the County's Department of Environmental Resources Landfill. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Consultant under the Contract Documents is the Consultant's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Consultant's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the County's obligation to disburse any Progress Payment to the Consultant and the Consultant's entitlement to receipt of any Progress Payment."

3. Section 2 – Compensation and Billing, Item 2.1- Compensation of the Agreement, the second sentence is amended as follows:

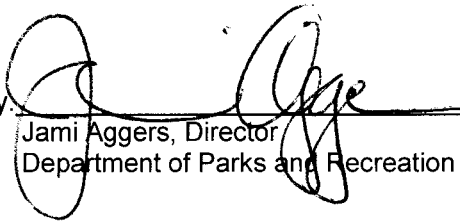
"Consultant's compensation shall in no case exceed Two Hundred Thirty Thousand, Seven Hundred Twenty-Three Dollars (230,723.00)"

4. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

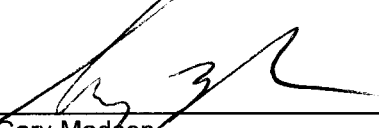
In witness whereof, the parties have executed this Amendment on the date written above.

[Signatures appear on next page]

**COUNTY OF STANISLAUS**


By:   
Jami Aggers, Director  
Department of Parks and Recreation

**WELTY ENGINEERING, INC.**

By:   
Gary Madsen,  
President, PE

**APPROVED AS TO FORM**

John P. Doering  
County Counsel

By:   
Amanda DeHart  
Deputy County Counsel



**Department of Parks and Recreation**  
3800 Cornucopia Way, Suite C,  
Modesto, Ca 95358-9492  
Phone: (209) 525-6700  
Fax: (209) 525-6774

**AMENDMENT NO. 4**

**TO**

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Amendment No. 4 to the Agreement for Professional Design Services ("Amendment No. 4") by and between the County of Stanislaus ("County") and Welty Engineering, Inc. ("Consultant") is made and entered into on January 3, 2017.

WHEREAS, the County and Consultant entered into an Agreement for Professional Design Services dated December 10, 2013, ("the Agreement"); and

WHEREAS, Amendment No. 1 dated November 5, 2014, Amendment No. 2 dated March 17, 2015, and Amendment No. 3 dated December 18, 2015, added additional scope of work to the project to address existing deficiencies at T-Island, Hackberry Flat, and Muir Point campgrounds, including sewer pipe deficiencies, and provide professional land surveying work; and

WHEREAS, Section 7.20 – "Amendments" stipulates that the Agreement may be amended by writing, executed by the parties hereto or their respective successors and assigns; and

WHEREAS, the County has a need to increase this Agreement by \$3,004, to compensate Consultant for additional Work performed to complete the Project, and

WHEREAS this Amendment is for the mutual benefit of County and Consultant;

NOW, THEREFORE, the County and Consultant agree as follows:

1. Exhibit B "Detailed Scope of Work," Task 11.0 "Additional Optional Services" is amended to read as follows:

"11.1 At discretion of the County, the Consultant shall perform additional services as needed to complete project improvements. Additional work performed shall be billed on a time and material basis based on Consultants current rate sheet (see Exhibit A – Rate Schedule, attached). Additional tasks for any additional services requested by the County for this Project that fall outside this scope, may include, but are not limited to: topographical survey, project coordination, meetings, exhibits, improvement plans, record drawings, and as-builts.

11.2 Fee: \$13,004"

2. Section 2 – Compensation and Billing, Item 2.1- Compensation of the Agreement, the second sentence is amended as follows:

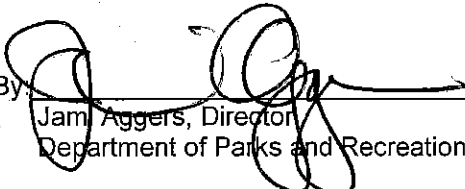
"Consultant's compensation shall in no case exceed **Two Hundred Thirty-Three Thousand, Seven Hundred Twenty-Seven Dollars (233,727.00)**"

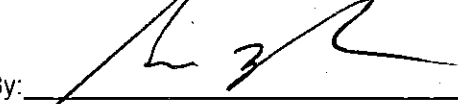
3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

In witness whereof, the parties have executed this Amendment on the date written above.

**COUNTY OF STANISLAUS**

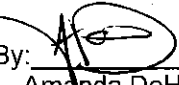
**WELTY ENGINEERING, INC.**

By:   
\_\_\_\_\_  
Jam Aggers, Director  
Department of Parks and Recreation

By:   
\_\_\_\_\_  
Gary Madsen,  
President, PE

**APPROVED AS TO FORM**

John P. Doering  
County Counsel

By:   
\_\_\_\_\_  
Amanda DeHart  
Deputy County Counsel