

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

DEPT: Public Works

BOARD AGENDA:4.C.1
AGENDA DATE: May 12, 2020

SUBJECT:

Approve an Agreement for Construction Management Services with NV5, Inc., of Sacramento, California, for the Hickman Road Bridge Project

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2020-0213

On motion of Supervisor Withrow , Seconded by Supervisor Chiesa
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Berryhill, DeMartini and Chairwoman Olsen
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: Elizabeth A. King
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Public Works

BOARD AGENDA:4.C.1
AGENDA DATE: May 12, 2020

CONSENT: ☒

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approve an Agreement for Construction Management Services with NV5, Inc., of Sacramento, California, for the Hickman Road Bridge Project

STAFF RECOMMENDATION:

1. Approve an Agreement for Construction Management Services with NV5, Inc., of Sacramento, California, for the Hickman Road Bridge Project.
2. Authorize the Director of Public Works to execute a contract with NV5, Inc., in the amount of \$2,253,467.19 and to sign necessary documents, including any amendments to the agreement not to exceed 10%.
3. Authorize the Director of Public Works to take any appropriate action necessary to carry out the purpose and intent of these recommendations.

DISCUSSION:

The Department of Public Works proposes to replace the existing bridge on Hickman Road over the Tuolumne River (Bridge No. 38C-0004) located 0.15 miles south of State Route 132 near the City of Waterford in eastern Stanislaus County. The bridge was constructed in 1964 and was last inspected by the California Department of Transportation (Caltrans) in 2017; it has a sufficiency rating of 64.7 out of a possible score of 100 and is classified as Structurally Deficient. In addition, it is deemed "Scour Critical" with a scour rating of 3, meaning that the local scour and predicted future degradation will continue to undermine the bridge supports. In November 2004, emergency repair work was done to slow down the erosion of the bridge foundations. Due to ongoing channel degradation and public safety concerns, the bridge has been closed during high flow events, most recently in February 2017.

The purpose of the Hickman Road over Tuolumne River Bridge Replacement Project is to remove the existing structurally deficient structure and replace it with a new bridge designed to current structural and geometric standards, while minimizing adverse impacts to the Tuolumne River and the surrounding riparian area. The replacement bridge will consist of a 750-foot long cast-in-place (CIP) post-tensioned box girder with two 12-foot-wide travel lanes and two 8-foot-wide shoulders and one 5-foot wide sidewalk placed along the upstream edge. The bridge will be wide enough to accommodate two lanes of vehicular traffic plus safe pedestrian and bike access and will be supported on a deep drilled-pile foundation to address the ongoing degradation of the Tuolumne River channel. The replacement bridge will be constructed immediately upstream of the existing structure, to keep the existing road and bridge open to public

traffic during construction. The new upstream road alignment will transition and connect back to the existing Hickman Road alignment using a design speed of 45 mph. The existing bridge will be demolished upon completion of the new bridge construction.

On March 11, 2019, Public Works staff advertised for a Request for Proposals (RFP) for Construction Management Services for this bridge project.

On April 12, 2019, six proposals were submitted to the County. Since the type of work requested by staff is Professional Services, the selection of the consultant must be based on the most qualified for the specified scope of work. When firms submitted their proposal package, their qualifications and approach to the work is provided separately from the cost fee. The cost fee is kept separately in a sealed envelope and not reviewed until the qualifications' rankings are completed by the selection committee. Firms that submitted proposals for this project include:

- MNS Engineers Inc.
- NV5, Inc.
- Prescience
- TRC / Vali Cooper & Associates, Inc.
- VSCE Inc.
- WSP

The criteria used to evaluate each proposal included:

- Understanding of the work to be done
- Experience with similar kinds of work
- Quality of staff for work to be done
- Capability of developing innovative or advanced techniques
- Familiarity with state and federal procedures
- Financial responsibility
- Demonstrated technical ability

After the selection committee completed their individual reviews and ranking, the committee determined a final ranking. The committee determined NV5 as the top ranked firm most qualified for this project to provide the required scope of services. All proposals were ranked, and the complete ranking (highest to lowest) was:

1. NV5, Inc.
2. TRC / Vali Cooper & Associates, Inc.
3. WSP
4. VSCE Inc.
5. Prescience
6. MNS Engineers Inc.

After successfully negotiating the with NV5, staff submitted the proposal package with costs included to Caltrans as required for federally funded bridge projects. This is required for any Architectural and Engineering (A&E) contract greater than \$150,000. This process is referred to by Caltrans as an “A&E Consultant Audit and Review Process” and can take up to 3 months or longer to process, depending on Caltrans’ schedule and the consultant firm (and subconsultants) ability to provide any requested additional information. For this project, the consultant cleared the audit and County staff received notification that the conformance was complete from Caltrans on April 16, 2020.

Public Works staff recommends approving a contract in the amount of \$2,253,467.19, with NV5, Inc. of Sacramento, California, as the most qualified firm based on the results of the evaluation criteria, scope of services to be provided and the recommendation of the selection committee.

The project is scheduled to begin no later than June 2020 and is expected to be complete by Fall 2021.

POLICY ISSUE:

County policy requires Board of Supervisors’ approval of contracts that exceed \$200,000.

FISCAL IMPACT:

This phase of the project is funded with Highway Bridge Program (HBP) funds (88.53%) and Local Roads and Measure L funds (11.47%) as part of the Local Match. Funding is included in the Fiscal Year 2019-2020 Adopted Final Public Works Road Projects Budget.

Cost of Recommended Action:	\$2,253,467.19
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Funding Source	
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HBP	\$1,994,994.50
Local Match	\$ 258,472.69
Total	\$2,253,467.19

BOARD OF SUPERVISORS’ PRIORITY:

The recommended actions are consistent with the Board’s priority of *Delivering Efficient Public Services and Community Infrastructure* by replacing a structurally deficient bridge that allows a major arterial road to connect two rural communities.

STAFFING IMPACT:

Existing Public Works staff is overseeing this project.

CONTACT PERSON:

David Leamon, Public Works Director	Telephone (209) 525-4151
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ATTACHMENT(S):

1. Professional Design Services Agreement with NV5 Inc.

**STANISLAUS COUNTY PUBLIC WORKS
PROFESSIONAL DESIGN SERVICES AGREEMENT
(Construction Management)**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and NV5, Inc., hereinafter referred to as "Consultant".

WHEREAS, County, by its Resolution No. 2020-0213 adopted on the 12th day of May 2020, awarded to Consultant a \$2,253,480.35 contract for construction management services for the following project:

Hickman Road over Tuolumne River Bridge Replacement
Bridge No. 38C-0004
County Contract No. 9610

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

1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT

1.1 Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") and Consultant's Response to County's RFP (the "Response") which are incorporated by reference in Section 2.0 entitled "Contract Documents".

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

1.3 Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth in (Section 3.1 – Compensation) and within the time specified in the Project Schedule (Exhibit "C") attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4 Compliance with Laws: Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5 Non-Discrimination: During the performance of this Agreement, Consultant and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

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

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

1.8 Subcontracting: Nothing contained in this contract or otherwise, shall create any contractual relation between County and any subconsultants(s), and no subconsultant shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.

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

Any substitution of subconsultants must be approved in writing by the County.

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

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

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

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

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

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

1.12 Prohibition of Expending State or Federal Funds for Lobbying: The Consultant certifies to the best of his or her knowledge and belief that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

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

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

2.0 CONTRACT DOCUMENTS

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

1. Agreement and all attachments
 - a. Exhibit A – Scope of Services
 - b. Exhibit B – Insurance Requirements
 - c. Exhibit C – Project Schedule
 - d. Exhibit D – Fee Schedule
2. County's Request for Proposal
3. Consultant's Response

3.0 COMPENSATION AND BILLING

3.1 Compensation: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "D", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subconsultants at the hourly rates specified in the Fee Schedule. Fee Schedule rates shall include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. Consultant's compensation under this Agreement shall in no case exceed **Two Million Two Hundred Fifty-Three Thousand Four Hundred Sixty-Seven and 19/100 Dollars (\$2,253,467.19)** during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is performed satisfactorily.

3.2 Reimbursements: In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in a Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of

reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

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

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

3.5 Records and Audits: Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County, its Project Manager, The State, State Auditor, FHWA, or any duly authorized representative of the Federal Government for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

3.6 Extension of Term of Agreement: The original Fee Schedule shall apply to the extension of the term of the agreement unless renegotiated and approved by both parties in writing.

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

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

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

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

4.0 TIME OF PERFORMANCE

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

4.2 Excusable Delays: Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.3 Completion of Agreement: This Agreement shall be completed no later than **September 30, 2022**, unless extended by amendment.

5.0 COMPENSATION AND TERMINATION

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

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

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

6.0 INSURANCE REQUIREMENTS

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7.0 INDEMNIFICATION

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

liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnatee may have under applicable law, including without limitation, the right to implied indemnity.

7.2 Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code.

7.3 Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

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

The foregoing provisions in this section "Indemnification" shall survive the term and termination of this Agreement.

8.0 GENERAL PROVISIONS

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

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

8.3 Project Managers: County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement.

Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

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

- a. Project Manager: Brad Riel, PE, Vice-President
- b. Lead/Manager: Brad Riel, PE, Vice-President

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

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

If to County:

Collin Yerzy, PE, Deputy Director
Stanislaus County Public Works
1716 Morgan Road
Modesto, CA 95358

If to Consultant:

Brad Riel, PE, Vice-President
NV5, Inc.
1215 W Center Street, Suite 201
Manteca, CA 95337

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

8.8 Claims Filed by County's Construction Contractor: If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this contract.

8.9 Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the

event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

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

8.11 Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

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

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

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

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

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

8.13 National Labor Relations Board Certification: In accordance with Public Contract Code Section 10296, Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant with the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

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

With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

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

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

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

8.18 Order of Precedence: In the event of inconsistency among any of the Contract Documents, the following order of precedence applies:

1. This agreement shall prevail over all other documents;
2. The attachments to this agreement shall prevail over the RFP and Response;
3. The RFP shall prevail over the Response

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

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

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

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

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


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

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


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

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

COUNTY OF STANISLAUS

By: 
David A. Leamon, Director
Department of Public Works

NV5, INC.

By: 
Todd George
Chief Operating Officer

APPROVED AS TO FORM:

Thomas E. Boze
County Counsel

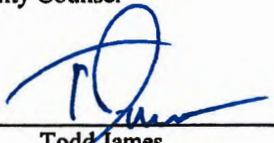
By: 
Todd James
Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

SCOPE OF WORK

Presented below is a thorough list of construction management services that we anticipate using on your Hickman Road over Tuolumne River Bridge Replacement Project. We have reviewed the tasks presented in the RFP and have incorporated them into our approach. In addition, we have also included optional services that we have found helpful for delivering turn-key construction projects like this one. These optional services are listed under Task 9.

TASK 1: PRECONSTRUCTION SERVICES

Task 1.1: Constructability Review

The NV5 Team will review the project documents to become familiar with design intent. Documents to be reviewed include plans, specifications, permits, agreements, Resident Engineer's files, project schedules, temporary construction easements, right-of-way information, environmental impact report and/or geotechnical reports. We will look for ambiguities, omissions, and constructability issues, and identify crucial aspects such as measurement and payment clauses, schedule constraints, staging details, and submittal review times. We will pay special attention to items that could impede construction or become an unidentified constraint on the progress of the Project and suggest changes to the County as necessary.

Task 1.2: Review Final Contract Plans, Specifications, Permits, and Agreements

After the constructability review, NV5 will review the final contract documents, including the plans, specifications, and engineer's estimate. NV5 will review all permits and agreements with the various governing agencies. Our review will identify required submittals, order of work, schedule constraints, environmental commitments, restricted work windows, overall contract requirements as well as identify any conflicting information.

Task 1.3: Prepare Schedule

NV5 will prepare a master schedule for the project that will include all pre-construction, construction, and post-construction activities, including requirements indicated on all utility relocations, permits, agreements, contract documents and notification timelines. Once a contractor is selected, we will review their proposed schedule to assess workability and determine whether there is opportunity for improvement or

timesaving, and will update the master schedule to reflect the contractor's timetable. We will submit the project schedule to all stakeholders for review to ensure timely coordination and effective communication with all parties. The schedule will show how, and approximately, when, construction activities will affect public traffic, when traffic detours are likely to occur, and whether the project has the potential to be completed ahead of schedule.

Task 1.4: Analyze Traffic Management

As part of our constructability review, the NV5 Team will appraise the staging plans and traffic control plans. We will look to identify if any of the traffic handling details conflict with the proposed staging. We will also evaluate whether the planned traffic configurations adequately allow for the Contractor's equipment to perform the necessary work while keeping the public safe. We will review the specifications, permits, lanes closure schedule tables, and closure times to evaluate if work windows are reasonable for the work to be performed (for example during bridge demolition activities). We will also review ingress and egress to businesses and residences, and other potential impacts. After compiling our comments, we will make recommendations to address inconsistencies and conflicts.

Task 1.5: Review Resident Engineer Files

The NV5 Team will review the Engineer's files and check quantity calculations and assumptions made for construction. Our team will review all technical reports and studies associated with the project. Our team will be looking for consistency between the final plans and specifications, studies and summary of quantities and bid quantity list.

Task 1.6: Review Project Schedule

Once a contractor has been selected, NV5 will review their proposed schedule to assess workability and determine whether there is opportunity for improvement or time savings, and will update the master schedule to reflect the contractor's timetable. We will submit the project schedule to all stakeholders for review to ensure timely coordination and effective communication with all parties. We will be looking for utility relocations by others, notification timelines for permits and other agreements requirements that could affect the schedule. The schedule will show how, and approximately when, construction activities will affect public traffic, when traffic detours are likely to occur, and whether the project has the potential to be completed ahead of schedule.

SCOPE OF WORK

Task 1.7: Attend Project Development Team Meetings

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

Task 1.8: Review Dispute Resolution Material

During the preconstruction phase, the NV5 Team will review the contract for dispute resolution matters. This includes resolving any ambiguities regarding dispute resolution requirements between the Project Special Provisions, the County Standards, and the Caltrans Standard Specifications. Our goal is to clearly identify the contractual processes to be employed in case of a dispute with the Contractor. We will work with the County's Project Manager to determine the most appropriate processes, and then revise the project specifications, as necessary, to stipulate these processes. Additionally, we will discuss this issue with the Contractor at the Preconstruction Conference.

Task 1.9: Preconstruction Meeting

The NV5 Team will hold a preconstruction conference with the construction Contractor, the County, Caltrans and other stakeholders after contract approval and before start of work to review the project and discuss coordination efforts. This meeting will be used to establish managerial and administrative procedures with the Contractor to ensure efficient startup and execution of the project. This is also an opportunity to exchange important submittal timelines, establish the point of contact for the Contractor and the County and create complete contact list. The NV5 Team will prepare and distribute an agenda and meeting minutes.

TASK 2: DURING CONSTRUCTION SERVICES

Task 2.1: Mobilization

The NV5 Team will work with the Contractor in the early stages of the Project to coordinate the location, setup and utility arrangements of the construction field office(s). On this project, the field office and its monthly maintenance

and operation costs will be paid for and arranged for by the Contractor. It is our goal to have these facilities set-up early in the project to promote an efficient and effective workspace.

Task 2.2: Project Coordination & Correspondence

Task 2.2.1: Interaction with County Staff, Designer, & Utilities

Team interaction with these groups is a primary function of construction management services. In order for the project to run smoothly, the NV5 Team will serve as the focal point for coordination with the County, the Designer, the Contractor, surveyors, materials testers, utility companies, and other agencies. To assist the project team in serving this role, the NV5 Team utilizes on-site personal computers networked via the internet to the various parties.

Task 2.2.2: Document Control

Effective control of a construction project cannot be maintained without paperwork to inform, change, expedite, and provide a permanent record. The NV5 Team will manage the coordination of the required documents. All contract files will be maintained in accordance with the County's requirements, the Caltrans Construction Manual, and the Local Assistance Procedures Manual (LAPM). Key correspondence and summary logs will be maintained and provided regularly to the County's Project Manager either electronically or via hard copy.

Task 2.2.3: Labor Compliance

The NV5 Team shall assist the County with labor compliance by receiving and logging certified payrolls submitted by the Contractor and subcontractors. We will review and compare labor classifications and hours as shown on the submitted certified payrolls with our daily dairies. Results of these reviews will be kept on file at the jobsite. Any irregularities found will be brought to the attention of the Contractor for his immediate attention and correction. The County will be kept regularly apprised of anything unusual or out of compliance. We will also review periodic information provided by the Contractor or subcontractors, such as fringe benefits statements.

Task 2.3: Schedule Management and Reports

Task 2.3.1: Schedule Review

The NV5 Team will review both the construction baseline

SCOPE OF WORK

schedule and schedule updates. Analysis of the schedules will look for flaws and areas of special concern (including impacts of weather and change orders). We will check the baseline logic and the activity input durations and precedents for reasonableness of the sequence and the duration of the activities. Our Resident Engineer will be analyzing work progress compared to the baseline schedule, accuracy of the durations of activities, that weather days and change order work is incorporated in to the schedule updates and noting any slippage. The Resident Engineer will keep the County's Project Manager informed of work progress and any inconsistencies or potential slippage of progress.

Task 2.3.2: Progress Meetings

The NV5 Team will hold weekly progress meetings with the construction Contractor to review construction progress and discuss his upcoming two-week schedule. We will record and distribute minutes of the meetings, assigning action items, responsibilities, and documenting project trends. The NV5 Team will keep minutes and submit them weekly to the County.

Task 2.3.3: Weekly Statement of Working Days (WSWD)

The NV5 Team will prepare WSWD that record weather conditions, controlling operations, and the status of working days remaining. A copy will be sent to the Contractor to allow him an opportunity to dispute the statement.

Task 2.3.4: Monthly Progress Report

The NV5 Team will prepare and submit a monthly status report to the County Project Manager. The report will include; the progress to date; status of submittals and change orders; potential claims; project issues; summary of working days; and progress pay estimates.

Task 2.4: Payment Recommendations

The NV5 Team will prepare and submit monthly progress payments to the County's Project Manager. All individual contract pay items will be separately categorized and monitored during construction. We will review all lump sum schedule of values submitted by the Contractor for reasonableness and ease of tracking. Each will be measured in accordance with the project specifications for the monthly payment. Our system of tracking and documenting allows for continual appraisal of money spent and the percentage of work

of progress and completion of each portion of construction. Any discrepancies with the Contractor's estimate can be readily assessed and rectified. Moreover, contract item under and overruns will be evaluated to determine appropriate cost adjustments. We will submit the final progress pay estimates to the County's Project Manager for processing each month.

Task 2.5: Request for Information (RFI) and Material Submittals

Task 2.5.1: RFI Management

The NV5 Team will manage Contractor-requested design clarifications during construction. The status of RFIs will be tracked in our RFI log. The NV5 Team will review and provide a response when appropriate. RFIs which might impact the design intent will be submitted to the Designer and/or the County. If necessary, we will conduct meetings with the Contractor and other parties to discuss and resolve RFIs.

Task 2.5.2: Submittal Management

Contract provisions identify specific items to be provided by the Contractor which are subject to review. When we receive submittals from the Contractor, they will be stamped and logged in by date of receipt. The NV5 Team will then review these submittals and forward to the Designer and/or the County when appropriate. If necessary, we will conduct meetings with the Contractor and other parties to discuss the more complex submittals.

Task 2.6: Contract Change Orders (CCOs)

The NV5 Team will review, analyze, negotiate, recommend, and prepare contract change orders and cost reduction incentive proposals. This will include coordination with County Project Manager or recommended revisions and ultimate approval. If change order work must begin prior to the execution of the CCO, the NV5 Team will prepare a Field Order on the first day and submit it to the Contractor and the County. The change order document will be prepared immediately following the Field Order, with input from the designer as necessary. Change order work will then be tracked in the field and documented to substantiate accurate payment to the Contractor.

Task 2.7: Construction Observation/ Inspection Services

Task 2.7.1: Field Inspection

The NV5 Team serves as the front line of quality

SCOPE OF WORK

for identifying potential problems such as utility conflicts, schedule issues, design ambiguities, before they occur. Primary inspection services will include the following:

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

Task 2.7.2: Documentation of Daily Events and Quantities

Several forms of documentation and correspondence will be used during this project. We will use records, such as videotaping and digital photographs, to document existing conditions, major features, and construction progress. Daily diaries will be the core of project documentation. The diaries will include activities performed, Contractor personnel and equipment used on the project, and important conversations and decisions. Additionally, the diaries will include measurements of bid items completed. This data will be used to prepare the Contractor's progress payments. The Resident Engineer will review these diaries and summarize the information in the monthly status report.

Task 2.8: Claims Management

The NV5 Team will take the lead in the resolution of any contract claims for this project during the construction contract period. We will track provide claims administration, assemble supporting evidence and prepare documents and responses regarding potential claims. We will draft position papers and be available to present the County position at the Dispute resolution hearings. The NV5 Team will also be available to provide additional claims resolution support if further action is required. Claims resolution work, if necessary, is typically handled in the post construction services and will be performed as an extra work item because the amount of work cannot be determined ahead of time.

Task 2.9: Record Drawings

NV5 will meet with the Contractor monthly to compare the as built drawings. These drawings kept by the Contractor shall include all field changes and as-built conditions. NV5 will maintain a set of As- Built drawings in the Construction field office.

TASK 3: PUBIC OUTREACH

The NV5 team will be the first-point-of-contact for your project and will take the lead in responding to comments and complaints relating to construction activities from adjacent property owners, business owners, residents, community groups, and other interested parties. The objective is to achieve consensus, or alternatively, acceptance between affected/interested parties and the County, while informing them of the project progress and upcoming operations.

Task 3.1: Construction Information

Working with Drake Haglan and Associates, Inc. (DHA) will develop a Community Involvement Plan to provide consistent and timely communication and information distribution to the local public. Our Community Involvement Plan will provide detailed and timely information to impacted stakeholders and the greater traveling public. The program will utilize a number of resources to ensure a broad effective reach.

Task 3.1.1: Community Involvement Plan

Pre-construction activities will set the stage for a smooth transition once construction starts. DHA will work closely with the County to identify communications opportunities and the appropriate tools to utilize as construction progresses through each stage. Depending on the activity, DHA in coordination with the County may choose to use website, information line, social media, press releases, electronic newsletters, traffic alert, door hanger, or mailers to communicate necessary project updates. This Request for Proposal does not include community meetings however, we can provide a supplemental task for that service if the County decides such meetings are needed.

Deliverable: *Community Involvement Plan*

Task 3.1.2: Stakeholder Database

Development of an inclusive contact database will be the first step in identifying key project stakeholders. The stakeholder database can be used to communicated construction updates and any other information the County wants released

to the stakeholder. A typical stakeholder database will include contacts representing the following target audiences:

- Property Owners
- Business/Community Organizations
- Residential Communities and Associations
- Public Transit
- Medical / Emergency Response
- Churches and Schools
- Elected Officials
- County Staff
- Caltrans
- Public Utilities Commission
- Utility Services in the local area
- Developers near the project site
- Local and Regional Media

Deliverable: Stakeholder Database

Task 3.1.3: Monitoring of Information Line, Website, and Project Camera

Project information line, website, and cameras will be monitored daily throughout the project on behalf of the County. Communication log, content for website updates and project photos will be provided to the County as construction updates occur. These sources will be used to communicate temporary construction impacts to the traveling public. A comment log recording all comments and responses from the information line will be provided to the County regularly. All calls will be recorded and responded to within 24-hours of receipt with the exception of those received over the weekend.

Deliverable: Information line comment log and monitoring Website updates including project photos and monitoring

Task 3.1.4: Groundbreaking Ceremony and Ribbon Cutting Ceremonies

To commemorate the start of the project, DHA will manage the development and implementation of a Groundbreaking Ceremony that will include and highlight all project partners. In commemoration of the completion of Hickman Road Over Tuolumne River Bridge Replacement Project, we will schedule a celebratory event to provide the County an opportunity to promote this important project and say thank you to the residents/businesses, and bridge users for their patience during the project.

These tasks will include creation of an invitation, program, logistics management, materials, and promotion. In coordination with the County, we will mail the invitation and create content for electronic notifications for the County to use as electronic newsletters or social media.

Deliverable: Ground Breaking Ceremony, Ribbon Cutting Ceremony

Task 3.1.5: Media Relations

Employing a strategic media relations strategy is an economical approach to achieving broad dissemination of project information. DHA will assist the County PIO to develop and distribute press releases, social media posts, and newspaper announcements to publicize project updates as needed.

Deliverable: Press Release, Social Media Content, Newspaper Announcements

Task 3.1.6: Project Management

DHA Outreach Manager will stay closely connected with the County Project Manager, Resident Engineer, and PIO to gain accurate and up to date project information to be used for Outreach publications and responses to community inquiries. DHA will attend project team meetings monthly, or as necessary, to ensure a proper understanding of technical issues, schedule and upcoming activities that may impact the public. It is assumed that DHA will participate in monthly discussions with the project team via conference call and attend in-person meetings on occasion throughout the course of the project.

Deliverable:

Develop appropriate responses to community meetings
Monthly meeting conference calls or in-person meetings

TASK 4: TRAFFIC MANAGEMENT COORDINATION

Task 4.1: Project Coordination and Communication during Construction

During construction there will be several different traffic control plans to handle the various construction activities. These plans will be prepared by the Contractor and reviewed by the resident engineer and his team for concurrence with the project documents and the Manual for Uniform Traffic Control Devices (MUTCD). Our reviews will take into account local

SCOPE OF WORK

businesses and any adjacent ongoing construction projects that could be affected or in conflict with this project. If conflicts arise, we will lead coordination efforts to resolve conflicts. We also look for ways to reduce durations of the impacts to the public during construction. Once the Resident Engineer determines that the plan is acceptable, as necessary, NV5 will forward to the County's Project Manager for concurrence. Once in place, NV5 will review the traffic control plans in the field to verify proper implementation and monitor its effectiveness. NV5 will recommended and implement changes as needed.

TASK 5: ENVIRONMENTAL COORDINATION

Task 5.1: Environmental Monitoring

NV5 will be responsible for oversight of all environmental commitments in the environmental document and agency permits/agreements for the Hickman Road over Tuolumne River Bridge Project. Our subconsultant, Dokken Engineering will coordinate implementation of these commitments with the County of Stanislaus, the construction contractor, and permitting agencies in a manner that allows construction work to progress smoothly while avoiding delays or change orders.

This scope of services was developed based on the Environmental Commitments Record (ECR) included as an attachment to the Request for Proposal. Permit Requirements from regulatory permits including the §1600 Streambed Alteration Agreement, the §404 Nationwide Permit, and the §401 Water Quality Certification were not available during the preparation of this scope and are not addressed.

A task is not included for previously undiscovered cultural resources. In the unlikely event that previously undiscovered cultural resources are found onsite, Dokken's in house archaeological staff are well qualified and prepared to implement the mitigation measures outlined in the ECR under a separate scope.

Task 5.1: PS&E Review

Task 5.1.1: Review Project Plans & Specifications

Prior to the start of construction, Dokken Engineering environmental staff will review the project Plans & Specifications to ensure that all environmental commitments from environmental documents, technical studies, and environmental permits are included on the plan sheets and in the specifications.

Task 5.1.2: Preconstruction Meetings

Dokken Engineering environmental staff will attend pre-construction meetings with the PDT as required to explain upcoming environmental commitments, provide progress updates, and coordinate with the PDT on general project timelines.

Task 5.2: Pre-Construction Surveys

Task 5.2.1: Protocol Swainson's Hawk Surveys

Dokken Engineering biologists will perform protocol level surveys for Swainson's hawk in accordance with the May 2000 Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley published by the Swainson's Hawk Technical Advisory Committee. Survey methods consist of identifying potential nest trees within a half mile of the project site and conducting a "windshield survey" of potential nest trees with a spotting scope and binoculars. This effort will consist of six surveys spaced throughout the spring and summer prior to construction.

Deliverable: Swainson's Hawk Survey Report

Task 5.2.2: Burrowing Owl Habitat Assessment Survey

Dokken Engineering biologists will perform a Habitat Assessment Survey of all areas within 500 feet of the project area to identify if potential burrowing owl habitat is present. This effort would consist of identifying via aerial imagery locations that may provide suitable habitat for burrowing owl and then surveying those areas to search for potential burrows and sign of burrowing owl occupancy or use of the area. If it is determined that burrowing owl may be utilizing the project area or the 500-foot buffer, protocol-breeding season surveys are required.

Deliverable: Burrowing Owl Habitat Assessment

Task 5.2.2.1: (Optional) Protocol Breeding Season Surveys

If potential burrowing owl burrows, sign of burrowing owl occupancy, or use burrowing owl use are identified within the project area or 500-foot buffer during the burrowing owl habitat assessment survey, protocol breeding season surveys are warranted in accordance with the March 2012 Staff Report on Burrowing Owl Mitigation published by the California Department of Fish and Wildlife. Protocol breeding season surveys would consist of four surveys during the

SCOPE OF WORK

burrowing owl breeding season (February 1st – July 15th). Survey methodology would consist of walking 60 foot wide transects of all potential burrowing owl habitat identified during the burrowing owl habitat assessment survey, stopping periodically to scan with binoculars for burrowing owl. Surveys must be repeated 4 times during the burrowing owl breeding season. If occupied burrows are found during the survey, consultation with CDFW will be required.

Deliverable: Burrowing Owl Survey Report

Task 5.2.3: Elderberry Shrub Survey & Mapping

Dokken Engineering biologists would survey the Project Area and all areas within 165 feet for presence of elderberry shrubs. Each elderberry shrub would be mapped with GPS and searched for exit holes that may indicate presence of Valley elderberry longhorn beetle (VELB). Dokken Engineering will then review Section 7 consultation materials that were prepared for the project and determine if the level of take exceeds what was included in the Biological Opinion and what level (if any) of additional coordination with USFWS or additional mitigation is required.

Deliverable: VELB Survey Report, updated Section 7 Consultation Materials

Task 5.2.4: Pre-Construction Bat Survey

H.T. Harvey & Associates Bat Biologists will survey the existing Hickman Road bridge to identify if bat species are utilizing the bridge and if so, determine which parts of the bridge are being used by bats for day roosting. If it is determined that bats utilize the existing bridge as day roosting habitat, a bat exclusion plan will be required.

Deliverable: Bat Survey Report

Task 5.2.4.1: (Optional) Bat Exclusion Plan

If day roosting bats are discovered to be utilizing the existing Hickman Road Bridge, H.T. Harvey & Associates will develop a bat exclusion plan. The bat exclusion plan will include the timing, locations, and types of bat exclusion devices that will be installed.

Deliverable: Bat Exclusion Plan

Task 5.2.5: Tree Survey

Prior to tree removal, Dokken Engineering's in-house ISA Certified Arborist will conduct a tree survey within the project

area documenting tree resources that may be impacted by the project. The survey will include an inventory of all tree resources within the project area including location, DBH, and species of all trees will be documented and provided to the County in a tree survey report. The report will also define the geographic extent of tree protection zones for trees that will be protected in place.

Deliverable: Tree Survey Report

Task 5.2.6: General Nesting Bird Survey

If initial vegetation removal, clearing and grubbing, ground disturbance, or other construction activities take place during the nesting bird season (February 1st – August 31st), Dokken Engineering biologists will perform a pre-construction nesting bird survey to identify any protected nests that could be impacted by construction activities. If active nests are found, the location of the nest, the species of nesting bird and an estimate of current nest phase will be recorded. The results of the nesting bird survey will be documented in a survey memorandum that will also include suggested protective measures to minimize potential "take" of the nest.

Deliverable: Nesting Bird Survey Report, Nest Location Map

Task 5.2.7: Pre-Construction Herpetology Survey

Prior to the start of construction, Dokken Engineering biologists will conduct a focused herpetology survey to search for western spadefoot toad and western pond turtle that may be present within the project area. If either species is observed within the project area, Dokken Engineering's qualified biologists will relocate individuals upstream of the project area.

Deliverable: Herpetology Survey & Relocation Memorandum

Task 5.3: Environmental Services & Monitoring During Construction

Task 5.3.1: Environmental Awareness Training

Dokken Engineering will provide environmental awareness training to all construction personnel at the start of construction and periodically for the duration of the project as needed. The environmental training will be focused on special status species that may be present within the project area, and environmental commitments outlined in the Environmental Commitments Record (ECR). A training video can be provided if desired by the County.

SCOPE OF WORK

Task 5.3.2: Environmental Commitment Record Compliance Monitoring

A biologist will implement and/or ensure compliance with measures of the project's ECR by inspecting the project site on a bi-weekly basis. The ECR is a compilation of agency permit and Environmental Document commitments that the County is obligated to implement in order to receive project approval. Throughout construction, Dokken Engineering biologists will monitor the site to ensure project proponents are complying with all ECR measures and will coordinate with the Resident Engineer to remediate any potential noncompliance. At project completion, the bound and signed ECR document will be provided to the County as a record of project compliance.

Deliverable: Completed ECR

Task 5.3.3: Oversee Installation of Environmentally Sensitive Area Fencing

At the start of construction, a Dokken Engineering biologist would oversee the installation of Environmentally Sensitive Area (ESA) fencing around the project boundary and sensitive environmental resources that are being protected in place. ESA Fencing is anticipated to be required around the project boundary, elderberry shrubs, nesting birds, and tree protection zones.

Deliverable: ESA Fence Maps and Photographs.

Task 5.3.4: Fish Relocation

Prior to construction, Fishbio fisheries biologists will design a fish rescue and relocation plan for review and approval by the National Marine Fisheries Service (NMFS). Fishbio fisheries biologists will then implement the fish rescue and relocation plan prior to dewatering to collect fish and other aquatic wildlife from within the dewatering area and relocate those fish and aquatic wildlife outside of the dewatering area. Fishbio fisheries biologists will implement all fish rescue and relocation.

Deliverable: Fish Rescue and Relocation Plan, Fish Rescue and Relocation Report

Task 5.3.5: (Optional) Oversee Installation of Bat Exclusion Devices

Bat specialists from H.T. Harvey & Associates will oversee implementation of the Bat Exclusion Plan by the Contractor. This task may also include providing guidance in selection of

preferred materials and installation techniques for the bat exclusion.

Deliverable: Bat Exclusion Memorandum and Photographs.

Task 5.3.6: Swallow Nest Monitoring

It is anticipated that cliff swallows will tenaciously nest on existing bridge structure, the new bridge structure, falsework, and construction equipment during both seasons of construction. Exclusion netting may be used to reduce the amount of nesting but it is anticipated to take daily effort from the contractor to keep swallows from completing their nests. During the peak of the swallow nesting season (March – June), Dokken Engineering will augment regular bi-weekly environmental compliance monitoring with weekly site visits to monitor the status of swallow nests and advise the contractor on swallow nest prevention measures.

Deliverable: Swallow Nest Monitoring Log and Photographs.

TASK 6: PERFORM SOILS/MATERIALS TESTING SERVICES

Task 6.1: Certified Laboratory for Soils/ Material Testing Services

NV5 will follow the Caltrans Construction Manual for testing materials incorporated into the work. Materials will either be tested in the field or will come in the form of manufactured materials. ENGO Inc.'s Caltrans certified Lab is located in Lathrop, 37 miles from the project site. Material will be accepted for use in the work as follows:

- Field Materials Testing: NV5 has teamed with Condor Earth for contract required materials testing. Materials testing will include material compliance sampling and testing per project specifications, the Stanislaus County Quality Assurance Program (QAP) Manual, and the Caltrans Construction Manual "Frequency Tables." Anticipated field materials are as follows:
 - Roadway Excavation and Grading
 - Utility Trench Backfill
 - Structure Backfill
 - Unsuitable Material to Remove and Replace
 - Cast-in-Place Concrete
 - Aggregate Base
 - Hot Mix Asphalt Pavement and RHMA-G (QA/QC Construction Process)

SCOPE OF WORK

- **Manufactured Materials:** Manufactured materials will be accepted based upon the project's Source Inspection Quality Management Plan (SIQMP). According to the SIQMP, materials will be released based on either source inspection, field inspection, manufacturer's data sheets, and/or certificates of compliance. ZT Consulting Group will perform all required source inspections. The resident engineer will confirm that all materials have been inspected and released in accordance with the project specifications and the SIQMP. Some of the anticipated manufactured materials include:

- Signage
- Joint Seals
- Fencing
- Drainage Structures
- Stressing Tendons
- Street Signal
- Curing Compound

TASK 7: CONSTRUCTION SURVEYING

NV5 will manage and provide all survey staking services with our sub consultant Morton and Pitolo necessary for the construction of the project. Our resident engineer will review the contractor's survey staking request for completeness and schedule survey staking in a timely manner. The survey staking services will be conducted in conformance with Caltrans' Survey Manual, Section 12, Construction Surveys, and the following requirements:

- NV5 will ensure that all survey staking services are coordinated to meet the contractor's operations schedule and that staking requests are submitted and reviewed in a timely manner
- NV5s' survey staking subconsultant will provide all labor, tools, equipment, and other miscellaneous items necessary to conduct their work and will provide one set of construction stakes as required by the construction contract.

One set of stakes will be provided for the following elements:

- Supplemental Project Control
- Clearing Stakes
- Slope Stakes
- Rough Grade
- Final Grade
- Drainage Swale and Utility Stakes
- HMA Berm Stakes

- Wing Wall Layout
- Abutment Fill Stakes
- Abutment layout
- Pier layout
- Bridge Deck Control
- Guard Rail Systems
- Trail re-alignment and Retaining Wall Stakes
- Right of Way

TASK 8: STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Task 8.1: Storm Water Pollution Prevention Plan (SWPPP) Monitoring

While SWPPP compliance is the contractor's responsibility, NV5 subconsultant, Tully Consulting Group will provide a Qualified SWPPP Developer (QSD) and Practitioner (QSP) on the team to verify that the contractor's implementation of the SWPPP has been, implemented, inspected and reported in accordance with the State Water Resources Control Board's (SWRCB) General Construction Permit (GCP). SWPPP monitoring items include:

- Review contractor's SWPPP
- Verifying contractor has taken responsibility for SWPPP in the SMARTS system
- Verify appropriate and effective BMPs are in place
- Document ineffective BMPs, recommend changes
- Verify inspections, documentation and sampling are in accordance with the GCP
- Verify work activities are in compliance with current SWPPP, and if they are not, verify that a SWPPP amendment is created and logged in the SMARTS system
- Verify illicit discharges, if any, are reported
- Verify annual report has been filed on the SMARTS system

TASK 9: OTHER SERVICES AS NECESSARY

For your consideration, the following tasks are optional services that we typically include in some of the "larger" projects that we oversee. Often these services are provided by a subconsultant.

Task 9.1: Claims Assistance

The NV5 Team will be available to provide additional claims resolution support if further action is required after project close-out. Claims resolution work, if any, is typically handled in the post construction services and will be performed as

SCOPE OF WORK

an extra work item because the amount of work cannot be determined ahead of time.

TASK 10: POST CONSTRUCTION

Task 10.1: Perform Final Inspection

Items to be corrected or furnished by the construction Contractor before project acceptance will be put in the form of a punch list as the work nears completion. The NV5 Team will conduct a final inspection with representatives of the County and the Contractor before acceptance of the project.

Task 10.2: Receive Record Drawings

Deviations from the design drawings during construction will be noted as they occur on a set of 'As Built' drawings kept by the Contractor. The NV5 Team will review the individual marked up 'As Built' plans as provided by the Contractor and compile these drawings. These revisions will be documented on one marked up copy of the project plans.

Task 10.3: Prepare Final Payment Request

After project acceptance, the NV5 Team will prepare a proposed final estimate (PFE) to allow the Contractor to make exceptions to the final amount of compensation. Prior to submitting the PFE, we will meet with the Contractor to attempt to agree on final payment for all contract items and change orders. If the Contractor still objects to the PFE, we will assist the County in negotiating final settlement with the Contractor and process the final estimate.

Task 10.4: Prepare Final Reports & Deliver Project Files

Following completion of work, the NV5 Team will assist the County with completing the necessary final reports as indicated in Chapter 17, "Project Completion" of the Caltrans Local Assistance Procedures Manual. All project files will then be boxed and delivered to the County.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

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

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements are to be received and approved by the County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Todd George Date: 4-27-20

Signature: [Signature] Date: 4-27-20

Vendor Name: NV5, INC.

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO for Risk Management: [Signature] Date: 4/17/2020

Professional Services 2020

EXHIBIT C

PROJECT SCHEDULE

6.10 SCHEDULE

CONSTRUCTION SCHEDULE

We have developed two preliminary schedules that help to manage the project. The first schedule is the details our understanding on how the contractor will likely approach the project based on the information available at this time. We have assumed the project will go out to bid in the fall of 2019 and will take 325 working days to complete.

Because of the permit restrictions in the Tuolumne River, the start of the project must be timed to take advantage of the first work window in June of 2020, without expending too many working days prior to working on the critical bridge activities. Therefore, we anticipate the contractor will begin primary construction around the first week of May.

However, because of potential bird nesting, all clearing and grubbing will need to be completed by February 15th. Our schedule indicates that this activity will take place in January and February, approximately two and one half months prior to mobilization.

Based on our schedule analysis, we forecast the project will be complete in late summer 2020.

CONSTRUCTION MANAGEMENT TASK SCHEDULE

The second schedule includes all tasks and subtasks NV5 will perform during the course of the project. Some of the activities will have specific, well-defined timeframes, while others will be performed throughout construction and subject to the contractor's schedule.

TASK 1 - PRE-CONSTRUCTION SERVICES

Task 1 is broken up into two phases – a “Preliminary Engineering” phase to complete document review; and a “Construction” phase to provide the remaining construction management services. These will require separate contracts and will split up the Task 1 activities.

We are prepared to start the Preliminary Engineering Phase activities immediately after the Board of Supervisors approves the contract on June 25, 2019. We will immediately begin the constructability review and are committed to complete it within the first month of the contract. During this time, we will work with the County and Drake Haglan to identify and resolve issues and incorporate applicable elements in the plans and specifications.

After we complete the constructability review, Drake Haglan will work on completing the 100% plans and specifications. In the meantime, NV5 will be active participants in the PDT meetings with the County, Caltrans and Drake Haglan. We are also available to assist with the bidding process during this phase.

TASK 2 CONSTRUCTION PHASE

During the construction phase, we will conduct the majority of our scope items over the entirety of the construction period. To better demonstrate our proposed schedule of services, we have grouped typical tasks into daily, weekly, monthly and periodic activities. Full description of these activities are included in our Proposed Scope of Work.

Daily activities include:

- Correspondence and Coordination
- Project Administration
- Field Inspections and Daily Reports

Weekly or bi-weekly activities include:

- Weekly Statements of Working days
- Weekly Progress Reports
- Construction Progress Meetings
- SWPPP Inspections

Monthly activities include:

- Schedule Updates and Reviews
- Progress Payments
- As-Built Updates
- Project Budget and Cost Control
- Monthly Reporting

Periodic or as-needed activities include:

- Contract Change Orders
- Claims Management
- Utility Coordination
- Public Outreach
- Surveying
- Punch List Updates

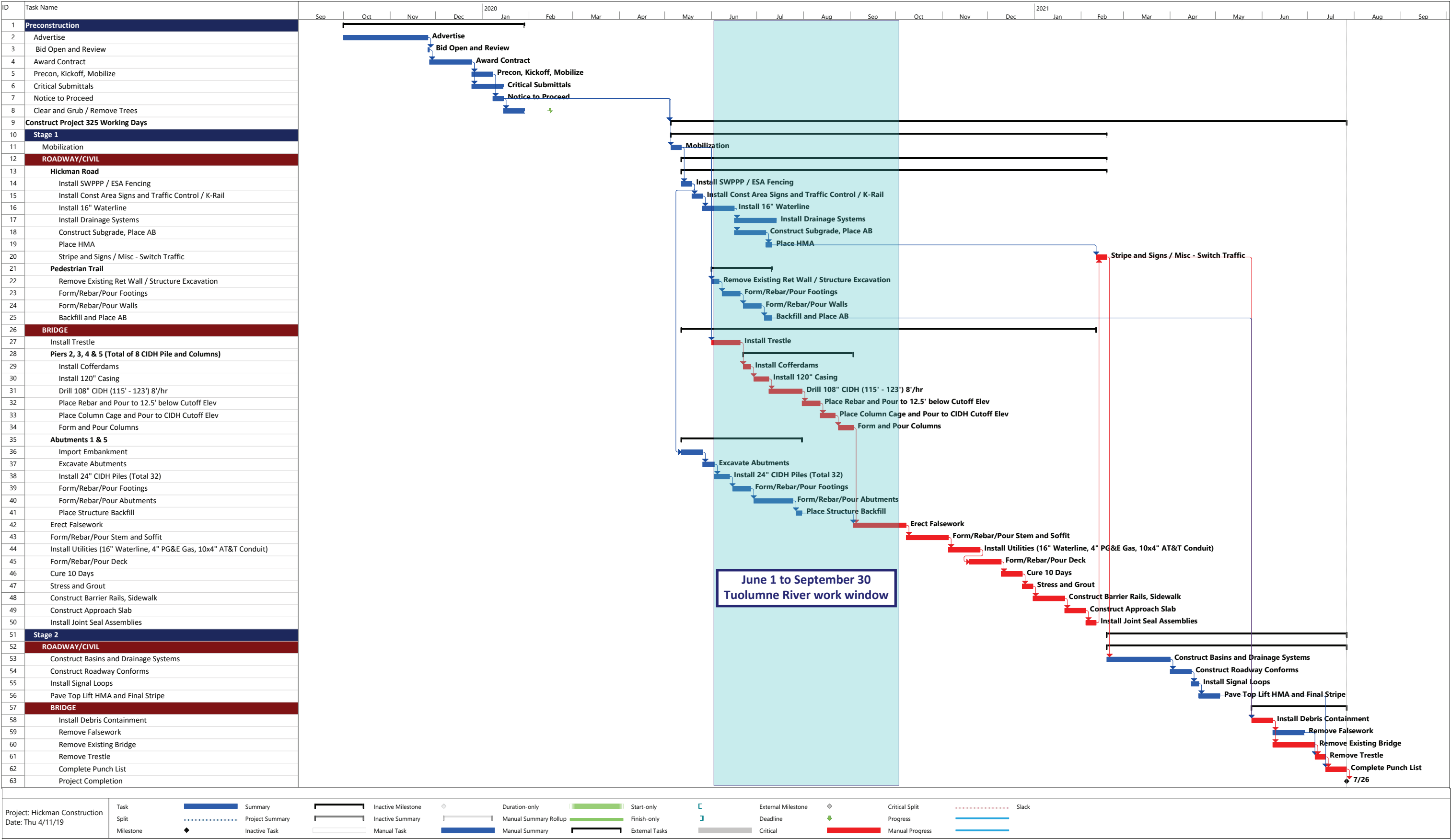
TASK 3 POST-CONSTRUCTION PHASE

During post construction, we strive to complete the final contract records as soon as possible in order to issue final payment to the contractor and get final acceptance from Stanislaus County, the City of Waterford, Caltrans and other stakeholders. To assist with this, we begin the close out activities before the project is completed. By maintaining organized and up to date project files in accordance with County, State and federal standards, addressing closeout documents and as-builts drawings before construction is complete.

Some specific strategies we will employ include:

- Accepting completed portions of the project early, as long as they meet the requirements set forth in the project specifications.
- Resolving potential claims by the end of the construction period. This expedites the approval of the proposed final estimate.
- Issuing punch lists and updates during the progress of work to facilitate corrective work while a particular crew or subcontractor is on site. This minimizes the amount of finishing work required during the final inspection.

HICKMAN CONSTRUCTION SCHEDULE



HICKMAN CM TASK SCHEDULE

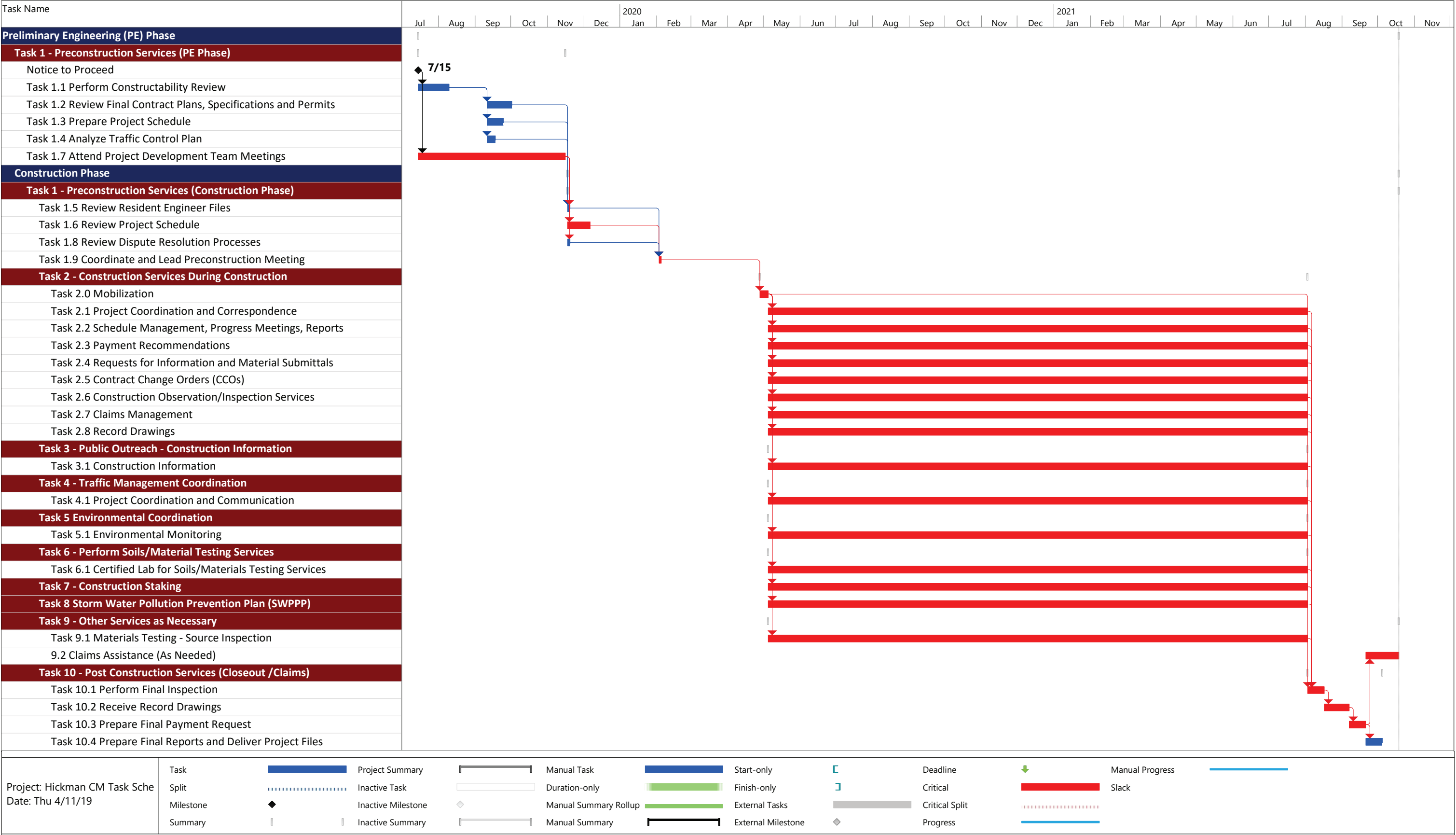


EXHIBIT D
FEE SCHEDULE

Fee Breakdown for the Hickman Road Bridge Replacement Project
Stanislaus County Department of Public Works



	NV5						CECIL & CECIL INDUSTRIES	CREATIVE PLANNING SOLUTIONS	TULLY CONSULTING			MORTON & PITALO	DOKKEN ENGINEERING	DEWBERRY/ DRAKE HAGLAN	ZT CONSULTING	ENGEO	
DESCRIPTION	PRINCIPAL-IN-CHARGE	RESIDENT ENGINEER/ STRUCTURES REPRESENTATIVE	ASSISTANT RESIDENT ENGINEER	ADMINISTRATIVE	STRUCTURES INSPECTOR	SPECIAL INSPECTION	ROADWAY INSPECTOR (DBE)	SCHEDULER (DBE)	SWPPP (DBE)			SURVEY (DBE)	ENVIRONMENTAL SPECIALIST	PUBLIC OUTREACH	SOURCE INSPECTION	MATERIALS TESTING	TOTAL HOURS / FEES
Staff Members	Jeff Pallesen, PE	Brad Riel, PE	Joy Denny, PE	Jennifer Williams	Tony Hosak	Paul Gill	Cecil & Cecil Industries	Christi Banks	Robin Tully	Sean Cusick	Rick Tully	TBD (See Note 5)	TBD (See Note 5)	TBD (See Note 5)	TBD (See Note 5)	TBD (See Note 5)	
Task 1 - Pre-Construction Services																	
1.1 Constructability Review																	0
Review Final Contract Plans, Specifications, Permits, Agreements		32		20	32												84
1.2 Prepare Project Schedule																	0
1.3 Analyze Traffic Control Plans																	0
1.4 Review Resident Engineer Files		16															16
1.5 Review Project Schedule		8						56									64
1.6 Attend Project Development Meetings																	0
1.7 Review Dispute Resolution Processes																	0
1.8 Coordinate and Lead Pre-Construction Meeting	4	16		8	8		8										44
1.9																	
Man Hour Total	4	72	0	28	40	0	8	56	0	0	0	N/A	N/A	N/A	N/A	N/A	208
Hourly Rate Charge	\$248.61	\$237.53	\$207.41	\$95.87	\$155.78	\$147.71	\$217.91	\$120.00	\$109.45	\$80.99	\$109.45	N/A	N/A	N/A	N/A	N/A	
Total Fees Task 1	\$994.43	\$17,102.52	\$0.00	\$2,684.28	\$6,231.37	\$0.00	\$1,743.28	\$6,720.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$35,475.88
Task 2 - Construction Management Services During Construction																	
2.0 Mobilization		32		32													64
2.1 Project Coordination and Correspondence		335		758													1,093
Schedule Management, Progress Meetings and Reports		290		120				272									682
2.2 Payment Recommendations		333		120													453
2.3 Requests for RFI and Materials Submittals		333	300	60													693
2.4 Contract Change Orders		250		76													326
2.5 Construction Observation / Inspection		250			2600	804	1,100										4,754
2.6 Claims Management	20	250	100	30													400
2.7 Record Drawings		100															100
2.8																	
Man Hour Total	20	2,173	400	1,196	2,600	804	1,100	272	0	0	0	N/A	N/A	N/A	N/A	N/A	8,565
Hourly Rate Charge	\$248.61	\$237.53	\$207.41	\$95.87	\$155.78	\$147.71	\$217.91	\$120.00	\$109.45	\$80.99	\$109.45	N/A	N/A	N/A	N/A	N/A	
Total Fees Task 2	\$4,972.15	\$516,163.46	\$82,963.47	\$114,657.17	\$405,038.92	\$118,756.74	\$239,701.00	\$32,640.00	\$0.00				\$0.00	\$0.00	\$0.00	\$0.00	\$1,514,892.92
Tasks 3 - 10																	
Task 3 - Public Outreach																	
3.1 Construction Information														\$79,952.59			0
Task 4 - Traffic Management Coordination																	
4.1 Project Coordination and Communication during Construction																	0
Task 5 - Environmental Coordination																	
5.1 Environmental Monitoring																	0
Task 6 - Perform Soils/Material Testing Services																	
6.1 Certified Lab for Soils/Material Testing													\$92,429.09			\$192,848.52	0
Task 7 - Construction Survey												\$60,282.23			\$59,029.00		0
Task 8 - Storm Water Pollution Prevention Plan SWPPP									40.00	40.00	92.00						0
Task 9 - Other Services																	0
Task 10 - Post Construction Services (Closeout / Claims)	20	120		120	80												340
Man Hour Total	20	120	0	120	80	0	0	0	40	40	92	N/A	N/A	N/A	N/A	N/A	
Hourly Rate Charge	\$248.61	\$237.53	\$207.41	\$95.87	\$155.78	\$147.71	\$217.91	\$120.00	\$109.45	\$80.99	\$109.45	N/A	N/A	N/A	N/A	N/A	
Total Fees Task 3-10	\$4,972.15	\$28,504.19	\$0.00	\$11,504.06	\$12,462.74	\$0.00	\$0.00	\$0.00	\$4,378.00	\$3,239.72	\$10,069.40	\$60,282.23	\$92,429.09	\$79,952.59	\$59,029.00	\$192,848.52	\$559,671.70
Total Man Hours	44	2365	400	1344	2720	804	1108	328	40	40	92	N/A	N/A	N/A	N/A	N/A	
Total Estimated Fee by Staff Member	\$10,938.74	\$561,770.17	\$82,963.47	\$128,845.52	\$423,733.02	\$118,756.74	\$241,444.28	\$39,360.00	\$4,378.00	\$3,239.72	\$10,069.40	\$60,282.23	\$92,429.09	\$79,952.59	\$59,029.00	\$192,848.52	\$2,110,040.49
TOTAL CM PERSONNEL COSTS																	\$2,110,040.49
Anticipated NV5 Salary Increases																	\$60,766.50
Anticipated Tully Salary Increases																	\$552.20
NV5 Vehicles (Leasing, Maintenance, Insurance, Fuel, and Mileage)																	\$774/mo. X 46 mos.
Tully Mileage/Travel																	\$35,604.00
Per Diem (lodging, meals)																	\$4,004.00
Office / Field Supplies and Miscellaneous Expenditures																	Apartment @ \$2,000/mo. x 17 mos.
GRAND TOTAL																	\$5,500.00
																	\$2,253,467.19

Compensation Notes:

- 1) The above cost proposal is based on an assumed construction contract duration of 325 working days.
- 3) Compensation to provide construction management services required for the project shall be on a time and material basis for the necessary personnel. The above cost proposal is developed to determine a "Not to Exceed" contract value.
- 4) Estimated hours and totals by individual tasks and subtasks may need to be periodically rebalanced during the course of the contract and depending on actual workload.
- 5) Specific individuals from these firms who will be working on the project will vary and is undetermined. 10-H forms are attached showing the breakdown of hours and rates per classification.