



**RESOLUTION No. 17-528**  
**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**APPROVAL OF CONTRACT AMENDMENT NO. 2 WITH  
QUINCY ENGINEERING, INC. FOR THE COMBIE ROAD  
CORRIDOR IMPROVEMENT PROJECT (CIP) NUMBER  
440814 AND AMENDING THE FISCAL YEAR 2017/18 ROAD  
CIP AND ROAD MITIGATION BUDGETS – DISTRICT 2  
(4/5 AFFIRMATIVE VOTE REQUIRED )**

WHEREAS, on January 20, 2015 the Nevada County Board of Supervisors adopted Resolution 15-047, awarding the contract agreement with Quincy Engineering, Inc. to provide engineering services for the Combie Road Corridor Improvement Project for an amount not to exceed \$579,490; and

WHEREAS, on October 11, 2016 the Nevada County Board of Supervisors adopted Resolution 16-489 approving Amendment No.1 with Quincy Engineering in the amount of \$72,500 for additional right of way services; and

WHEREAS, the County has also asked Quincy Engineering, Inc. to expand their joint trench utility design scope to include additional land owner coordination, right-of-way staking, design services for alternative sewer alignments, and additional coordination with nearby utility providers; and

WHEREAS, the additional anticipated costs for these services will not exceed \$79,300; and

WHEREAS, The County has asked Quincy Engineering to extend the expiration date of their contract until December 31, 2019; and

WHEREAS, a budget amendment is included for consideration to complete this project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors:

1. Approves Contract Amendment No. 2 and authorizes the Chair of the Board of Supervisors to execute on behalf of Nevada County the amendment between Nevada County and Quincy Engineering, Inc. that includes the attached amended scope of services and contract expiration date.
2. Approves increasing the maximum amended contract amount of \$651,990 by \$79,300 to a maximum contract amount not to exceed \$731,290.
3. Directs the Auditor-Controller to amend the Road CIP and Road Mitigation Fiscal Year 2017/18 budget and release fund balance as follows:

Release of Fund Balance Fund 1400		\$79,300
Increase:		
1400-30102-701-2000	550700	\$79,300
1114-30154-702-1000	540711	\$79,300
1114-30154-702-1000	474000	\$79,300

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 24th day of October, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

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



\_\_\_\_\_  
Hank Weston, Chair

10/24/2017 cc: DPW\*  
AC\* (Hold)

11/06/2017 cc: DPW\*  
AC\* (Release)  
QE, Inc.

**AMENDMENT NO. 2 TO THE CONTRACT WITH  
QUINCY ENGINEERING**

THIS AMENDMENT is executed this 24th day of October, 2017, by and between QUINCY ENGINEERING, INC. and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled "Professional Engineering Services for the Combie Road Corridor Improvement Project" executed on January 20, 2015, by Resolution No. 15-047, and Amendment No.1 executed on October 11, 2016 by Resolution No. 16-489.

WHEREAS, the parties desire to amend their agreement; and

WHEREAS, this amendment shall be effective when signed by both parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. Increase the contract amount by \$79,300 to a maximum not to exceed amount of \$731,290.
2. Extend the contract completion date to December 31, 2019
3. Amend the scope of work to include right of way acquisition services as outlined in the attached additional scope of services.
4. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA

BY: Hank White  
Chair, Board of Supervisors

ATTEST:

By: Jared Peterson  
Clerk of the Board of Supervisors

CONTRACTOR:

By: Jack Durkin



## **SCOPE OF WORK AMENDMENT 2**

The following is a list of out of scope items and items that required additional effort that has been completed to date as related to the Joint Trench:

- Utility coordination (Quincy & O'Dell)
- Joint Trench Design (Quincy & O'Dell)
- Landowner coordination (Quincy)
- Field surveys for new Joint Trench alignment (Quincy)
- Right of way staking (Quincy)
- Plat and legal development (Quincy)
- Development of Special Provisions for Joint Trench construction contract (Quincy)

Additional work has also been performed on the coordination and design of the future sanitary sewer including:

- Scope expanded to include additional meetings and evaluation of future development / determine the number of EDUs/ sewer technical memo (Quincy)
- Design for three alternatives for selection of sewer alignment (Quincy)
- Provide design for an additional service stub down Higgins (Quincy)
- Change from HDD to conventional pipe placement on Higgins (Quincy)

Lastly, the County has requested that Quincy review and modify their 2015 locally funded boilerplate for consistency with the 2015 Caltrans Standard Specifications. The changes and additional efforts for the joint trench, sanitary sewer, and boilerplate are detailed in the individual tasks below:

### **Task 3 - Surveying**

#### **Task 3.3 – Legal Descriptions for Acquisitions and Easements**

Quincy performed additional boundary surveys to determine the location of the Siegle, Darwish, and Proctor properties. Existing utilities were also surveyed on these parcels. Quincy added Plats and Legals and changed already developed Plats and Legals on the Darwish parcel to accommodate the joint trench and the landowner's preference. This change results in an increase of \$10,291.

#### **Task 3.4 – Right of Way Acquisitions**

Quincy provided boundary staking for the areas acquired for the joint trench. This staking was requested by Bender Rosenthal (BRI) and will be utilized by their appraisers. This change results in an increase of \$4,014.

developing YOUR vision | delivering YOUR project



## **Task 7 – Utility Coordination**

### **Task 7.3 – Additional Phase 3 Joint Trench Design**

Quincy and O'Dell Engineering continued coordination and design of the joint trench. Additional comments and design changes by both PG&E and AT&T have resulted in additional effort. Quincy met with the property owners individually to make sure the joint trench as proposed was acceptable. Additional cost sharing coordination between the design team and the utility owners has also been expended. The County also requested that Quincy develop the construction contract Special Provisions. This change results in an increase of \$19,321 for Quincy and \$18,800 for O'Dell.

## **Task 8 – Final Design (PS&E)**

### **Task 8.6 – Sanitary Sewer Design**

Additional design and coordination effort based on input from County Sanitation was needed to develop the alignment and sizing of the sewer line. Quincy calculated the flows based on existing and future land use and recommended the size of the future main. Quincy also developed the design for the future connection down Higgins Road (including horizontal directional drilling) and coordinated/designed a future stub for Siegle. This change results in an increase of \$8,331.

### **Task 8.9 – Prepare Special Provisions**

Nevada County requested Quincy review and make suggested modifications to their locally funded construction contract boilerplate. Quincy will review the boilerplate for consistency with the 2015 Caltrans Standard Specifications. This change results in an increase of \$7,941.

BRI initially scoped the project using waiver valuations. This was based on the idea that there would be limited damages to the property due to the project. Specifically, BRI assumed the use of a County Public Utility Easement, but the project is using a PG&E easement rather than a PUE. The damages are directly tied to the PG&E easement language which requires extensive above ground and below ground rights. Often, a PUE only requires limited above ground rights. The damages to each parcel were not known until BRI completed the field review of each parcel after it was staked and had the PG&E easement language. Because of the damages, the ROW acquisition costs (Capital Costs) increase to above \$10,000. A waiver valuation cannot be accomplished for a parcel that has damages and is over \$10,000.

## **Task 11 – Right of Way Acquisition Services**

Right of acquisition services will be provided by Bender Rosenthal, Inc. (BRI).



### **Task 11.2 -Valuation Services**

This task has changed as noted above from a need for six (6) minimum value estimates to a need for six (6) summary appraisals for an increase of \$5,500 over original scope for the task. BRI will develop complete appraisals for the Client that will state the estimated fair market value of the interests to be acquired from each of six (6) referenced properties. The appraisal reports will be summary appraisal reports that will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USP AP) of the Appraisal Foundation. Jurisdictional exceptions may apply in some cases.

As a sub-task of Valuation Services, Ketcham Appraisals will perform an Independent appraisal review of the Darwish appraisal developed by BRI for an increase of \$1,500.

### **Task 11.3 – Acquisition Services**

As a sub-task of Acquisition Services, BRI will coordinate with the title company to close escrows on up to six (6) parcels. The original task was based on three (3) escrows, however this has changed to a need to provide escrow services for an additional three (3) parcel for an increase of \$1,500.

Additional Preliminary Title Reports for the Siegle and Proctor acquisitions have also been included as a \$2,000 direct cost.

The cost estimate for the requested \$79,300 is attached. Of the \$79,300, \$18,800 is requested by O'Dell, \$7,000 is requested by BRI, \$1,500 by Ketcham Appraisals, and \$52,000 by Quincy. Again, thank you for the opportunity and please let me know if there is anything regarding this Scope and Budget you would like to discuss.