



RESOLUTION No. 18-078

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION TO AWARD A CONTRACT WITH CH2M HILL INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE ROUGH AND READY HIGHWAY CULVERT REPLACEMENT PROJECT NO. 450001 AND AMEND THE FISCAL YEAR 2017/18 DEPARTMENT OF PUBLIC WORKS CAPITAL IMPROVEMENT BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the existing roadway cross culvert at the intersection of Rough and Ready Highway and Rex Reservoir Road at Squirrel Creek is approximately 14' in diameter and is in need of repair or replacement; and

WHEREAS, with the passage of Senate Bill 1 (SB1) there are adequate funds to complete this project; and

WHEREAS, on November 14, 2017 the County of Nevada Board of Supervisors adopted Resolution 17-567 authorizing the Department of Public Works to solicit Statements of Qualifications to prepare permits, plans, specifications and an engineer's estimate for the Rough and Ready Highway Culvert Replacement Project; and

WHEREAS, Requests for Qualifications for the project management and design for the Rough and Ready Highway Culvert Replacement Project we received on December 12, 2017; and

WHEREAS, staff recommends awarding a contract to CH2M Hill Inc. to complete the desired scope of work in the amount of \$281,727; and

WHEREAS, a budget amendment has been prepared for the Fiscal Year 2017/18 Road Capital Improvement Budget.

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

1. Awards the Contract to CH2M, Hill Inc. in an amount not to exceed \$281,727 for professional engineering design services for the Rough and Ready Highway Culvert Replacement Project. The contract term shall be from February 27, 2018 to December 31, 2019.
2. Authorizes the Chair of the Board of Supervisors to execute on behalf of the County of Nevada the agreement between Nevada County and CH2M Hill, Inc. upon receipt of Certificates of Insurance by the Director of the Department of Public Works and approval and acceptance of the Certificates of Insurance by the Risk Manager.

3. Directs the Auditor-Controller to amend the Department of Public Works Fiscal Year 2017/18 budget as follows:

Increase
1114-30154-702-3000 540711 \$281,727

Increase
1114-30154-702-3000 406200 \$281,727

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 27th day of February, 2018, 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: _____



Edward Scofield, Chair

2/27/2018 cc: DPW*
AC*
CH2M Hill, Inc.

PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

CH2MHILL INC.

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Project Management and Design Services for the Rough and Ready Highway at Rex Reservoir Road Culvert/Bridge Repair Project**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** \$ 281,727
(§3) **Contract Beginning Date:** 2/28/2018 **Contract Termination Date:** 12/31/2019
(§4) **Liquidated Damages:** n/a

INSURANCE POLICIES

Designate all required policies:

		Req'd	Not Req'd
(§6)	Commercial General Liability (\$1,000,000)	<u> x </u>	<u> </u>
(§7)	Automobile Liability (\$ 300,000) Personal Auto	<u> </u>	<u> x </u>
	(\$1,000,000) Business Rated	<u> x </u>	<u> </u>
	(\$1,000,000) Commercial Policy	<u> </u>	<u> x </u>
(§8)	Worker's Compensation	<u> x </u>	<u> </u>
(§9)	Errors and Omissions (\$1,000,000)	<u> x </u>	<u> </u>

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:
California Civil Engineers License

NOTICE & IDENTIFICATION

(§26) **Contractor:** CH2Mhill Inc **County of Nevada:**
2485 Natomas Park Drive 950 Maidu Ave
Suite 600 Nevada City, CA 95959
Sacramento, CA 95833
Contact Person: Matt Negrete Contact Person: Patrick Perkins
(916) 286-0407 (530) 265-1712
e-mail: matt.negrere@ch2m.com e-mail: Patrick.perkins@co.nevada.ca.us

Contractor is a: (check all that apply)
Corporation: x Calif., Other, LLC, Non-profit
Partnership: Calif., Other, LLP, Limited
Person: Indiv., Dba, Ass'n, Other
EDD: Independent Contractor Worksheet Required: Yes x No
HIPAA: Schedule of Required Provisions (Exhibit D): Yes x No

ATTACHMENTS

Designate all required attachments:

	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	<u> x </u>	<u> </u>
Exhibit B: Schedule of Charges and Payments (Paid by County)	<u> x </u>	<u> </u>
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	<u> </u>	<u> x </u>
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)	<u> </u>	<u> x </u>

LB

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule"). If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

- (i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;



(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial Automobile Liability insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

(i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, (\$300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.



At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:



(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190):

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353):

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contract with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.



If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Resic Bonneau

Name: Vice President
Title:

Dated: 2/21/18

COUNTY OF NEVADA:

Ed C. Scofield

Honorable Edward C. Scofield
Chair, Board of Supervisors

Dated: 2/28/18

Attest: Julie Patterson Hunter

Julie Patterson Hunter
Clerk of the Board

RB

EXHIBIT "A"

NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS

PROJECT MANAGEMENT AND DESIGN SERVICES FOR THE ROUGH AND READY HIGHWAY CULVERT REHABILITATION PROJECT

SCOPE OF SERVICES

Project Background

The existing roadway cross culvert at the intersection of Rough and Ready Highway and Rex Reservoir Road at Squirrel Creek in Grass Valley, California is constructed of a corrugated metal arch plate. It is unknown when the pipe was constructed.

Over the years the bottom of the culvert and culvert inlet and outlet has eroded, affecting the soil supporting the culvert and road surface above. In addition, the pipe has begun to deform, causing a portion of the road surface to drop in elevation.

General Description of Services

These services generally include the evaluation of various options for the repair of the existing culvert, obtaining all the necessary environmental and regulatory permits, preparing project plans, specifications and cost estimates, and preparing any needed right-of-way/easement documents to construct the project. It is anticipated that this project will require an Initial Study for CEQA clearance. Since the project is funded with local revenues, no NEPA clearance is necessary.

Items of Work

Work is assumed to consist of culvert repair.

The CONSULTANT shall prepare all work in English units. The CONSULTANT shall prepare all submittals to the COUNTY in English units.

Project design and related engineering services shall include the following tasks:

Task 1 - Project Management

The CONSULTANT will manage project tasks including work needed to:

- Lead, direct and monitor the project team
- Prepare and monitor a Work Plan and QA/QC Plan
- Prepare for, attend, and document Team Meetings and Action Items (Kick-Off Meeting at COUNTY office, three (3) Project Delivery Team meetings at CH2M HILL/Sacramento Office and up to twelve (12) conference calls
- Prepare monthly progress reports & invoices

Monthly Progress Reports: The CONSULTANT will prepare status reports addressing the progress of the project, project design schedule, decisions that must be made to keep the project on schedule, and a list of work that has been accomplished in the previous month and forecast for the upcoming month.

Quality Control / Quality Assurance: The CONSULTANT will utilize a quality control plan/process for this project whereby deliverables are reviewed for uniformity, compatibility and constructability .

Kickoff Meeting: CONSULTANT will attend a kick-off meeting with the COUNTY and the CONSULTANT Project Manager, Roadway Lead, Culvert Lead, Environmental Lead, and Hydraulics Lead. This meeting will result in an understanding of the project scope and schedule and a discussion of the potential environmental constraints for the project.

Assumptions:

- Project manager and task leads will attend 3 meetings at CH2M HILL Sacramento office
- Five members of the project team will attend 1 kick-off meeting at the COUNTY
- Project manager will participate in up to 12 conference calls
- All tasks except for Construction Services will have a 9 month task duration
- 12 progress reports will be prepared

Deliverables:

- Monthly progress reports and invoices to COUNTY
- Meeting notes prepared by CONSULTANT and distribution to all attendees

Task 2 – Preliminary Engineering

The CONSULTANT will prepare a preliminary engineering memorandum that presents a cost-benefit analysis of project alternatives, including construction schedules, as described below. The memorandum will recommend a preferred culvert repair type.

Task 2.1 – Project Alternatives Evaluation

The CONSULTANT will develop up to two feasible structural repair alternatives for the COUNTY to consider. Alternatives will include both lining the existing culvert and repairing the invert and outlet of the existing culvert. Each structure alternative will be developed to a concept level, and will include a layout of construction access.

CONSULTANT will prepare a project alternatives table to be used to compare project alternatives and assist in identifying the preferred alternative. The table will include the following:

- Repair Type
- Construction Access
- Constructability
- Environmental Impacts
- Temporary & Permanent R/W Impacts
- Construction Cost
- Construction Schedule

CONSULTANT will prepare a preliminary engineering memorandum that includes:

- Summary of the components of the proposed project including preliminary plans, temporary easements, construction staging and access, and hydraulic capacity impacts
- Discussion of the pros & cons of each alternative and a recommendation of a preferred alternative (with input from COUNTY)
- Preliminary quantities and estimated construction cost
- List of design decisions needed by the COUNTY
- List of issues that will be resolved during final design

Task 2.2 –Develop Selected Culvert Repair Alternative to 30 Percent Design

Once the preferred repair alternative has been identified and the COUNTY has approved the alternative, CONSULTANT will proceed with design to a 30 percent design level. Design includes but is not limited to design criteria, engineer's estimate, and preliminary construction plans. CONSULTANT will prepare 30 percent design plans. 30% design will include but is not limited to:

- General Plan
- Staged Construction/Traffic Handling Plans
- Construction Cost Estimate
- Identify R/W TCE and Acquisitions as required
- Basis of Design Document

Deliverables:

- 30 Percent Preliminary Culvert Repair Design Plans and Estimates
- Preliminary Engineering Memorandum.

Task 3 – 65% Design

CONSULTANT will prepare the roadway design in general accordance with the following:

- COUNTY Standards
- AASHTO "A Policy on Geometric Design of Highways and Streets"
- Caltrans Highway Design Manual

CONSULTANT will develop roadway details, traffic handling/stage construction, erosion control sheets (temporary and permanent), and new/existing roadway conformance details, as required.

CONSULTANT will prepare culvert repair plans. This submittal will represent a complete, unchecked set of plans. The plans will be created in general accordance with the following:

- AASHTO LRFD Bridge Design Specifications, 6th Edition with California Amendments
- California Department of Transportation (Caltrans) 2015 Standard Plans & Specifications

CONSULTANT will provide cost estimates at the 65% design submittal. Detailed quantities will be prepared in accordance with Caltrans standard specifications and payment items. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the COUNTY's cost data.

Assumed Plan Sheets:

- Title Sheet
- General Notes
- Survey Control Diagram
- Construction Details (Plan View, Construction Access, Pavement Repair, pavement delineation, and signs)
- Construction Details No. 1 (Temporary & Permanent Erosion Control)
- Stage Construction/Traffic Handling
- Tree Removals
- Summary of Quantities
- Culvert Plan & Profile
- Headwalls
- Culvert Repair Details No. 1

- Culvert Repair Details No. 2

Deliverables:

- Draft 65% Plans, 2-11x17 copies, 1-24x36 copy, pdfs
- Draft 65% Engineers Estimate, 2 copies
- Right of Way exhibits (3 8.5 x 11 TCE exhibits and 3 8.5x11 permanent take exhibits)
- Draft 65% Special Provisions based on county boiler plate. Include preliminary special provisions required, along with initial proposed edits.

Task 4 – Final Engineering

Task 4.1 – 95% Design

CONSULTANT will provide written responses to COUNTY comments on the 65% PS&E submittal and incorporate reconciled comments into the final design submittal to the COUNTY.

Based on comments received, CONSULTANT will update the project plan sheets, as required.

CONSULTANT will update the cost estimates at the Final PS&E design submittal. The quantity calculation and quantity check calculations will be compared and reconciled in accordance with Caltrans standards. The engineer's estimate of probable construction cost ("Marginal Estimate") for the project will be prepared using the most recent and relevant Caltrans Cost Data as well as the COUNTY's cost data.

Task 4.2 – 100% Design

CONSULTANT will respond to final comments from COUNTY regarding the 95% submittal. It is assumed comments are minor in nature and a complete review of the plans, estimate, and special provisions was performed by the COUNTY during the 65% review. The services for this task are limited to 64 hours.

A Resident Engineer (RE) File will be prepared and will include special instructions or information to the RE.

Task 4.3 - Contract Specifications / Special Provisions

CONSULTANT will prepare contract Special Provisions for the project based in general on the, Caltrans' Standard Special Provisions, Caltrans Standard Specifications, and COUNTY construction contract standards.

Assumptions:

- CONSULTANT will prepare the front end Special Provisions including general contract requirements with input from COUNTY.
- CONSULTANT will prepare Special Provisions for all technical work.
- Specifications will be in Caltrans 2015 format.

Deliverables:

- Reconciled responses to Check Comments, 1 hard copy
- Final Engineers Estimate (95% & 100%), 1 electronic, and 2 hard copies
- Resident Engineer's (RE) File
- 95% Plans, 2-11x17 copies, pdfs
- 100% Plans, 2-11x17 copies, pdfs
- Final Technical Special Provisions (Draft & Final), 1 electronic, and 2 hard copies

Task 5 – Construction Services

CONSULTANT will provide services during bidding and construction as requested by the COUNTY.

Task 5.1 Bidding Support

The CONSULTANT will provide on-call bidding support activities. Anticipated tasks include:

Response to bidders requests for information (RFI)

Attendance at a pre-bid meeting

Task 5.2 Services During Construction

The CONSULTANT will provide on-call services during construction activities. Anticipated tasks include:

Review and response to RFI and submittals related to design

Review and comment on contract change orders as applicable.

Periodically visit the site to observe the construction and verify general compliance with the intent of the contract documents.

Assumptions:

- This task is an on-call task and services are limited to the budgets contained in the cost proposal.
- Three site visits are assumed.
- COUNTY will provide Construction Staking and Notes, Construction Inspection, and Construction Management (Resident Engineer)

Deliverables:

- Responses to bidders RFI
- RFI responses
- Checked submittals and shop drawings
- Contract change order plans
- Record Drawings based on Country Provided As-Built Plan Mark-ups

Task 6 - Environmental Services

Task 6.1. Environmental Project Management, Meetings & Coordination

Coordinate as requested with the County Project Manager, CH2M and team members to obtain or exchange data, develop design alternatives, and discuss scheduling implications of environmental regulations. Coordination will be on an as-needed basis, as requested by the County or members of the design team, to provide environmental support for the project. We assume one kick-off/field meeting at the County's office, and up to eight (8) Team meetings via teleconference.

Deliverable(s):

- Monthly status memos during periods that environmental tasks are required in preparing contract deliverables.

Task 6.2. Biological Assessment

Prepare a Biological Assessment (BA). The BA will describe the existing biological environment and how the project affects that environment. The BA provides the technical information concerning plants, animals and natural communities occurring in the project study area. The primary species of concern is anticipated to be the foothill yellow-legged frog (FYLF), a candidate for State listing known to inhabit nearby Clear Creek. There are no California red-legged frog (CRLF) CNDDDB records within at least 10 miles and CRLF is not expected to occur at the project location. The BA report will map wetlands and waters to support permitting. Work with the County to prepare a detailed project description. We will request a species list form the USFWS, query CNDDDB for special-status species in the vicinity, and

coordinate as necessary with agency personnel. The report will evaluate potential project impacts and provide avoidance, minimization, and mitigation measures as needed. The document can be used for formal and informal Section 7 FESA consultation with NMFS or USFWS. The BA will be used to develop Avoidance and Minimization Measures for protected species.

Deliverable(s):

- Biological Assessment

Task 6.3. CEQA Documentation

The Project may result in potentially significant impacts to biological resources. An Initial Study/Mitigated Negative Declaration (IS/MND) is the anticipated CEQA document. Review the technical studies and prepare a draft Initial Study (IS). Potential impacts will be evaluated for significance. Prepare the IS/MND using the County's format. The Board of Supervisors adopts the CEQA document. This task includes the printing, circulating and mailing the CEQA document. The County prepares the Staff Report and amends the IS/MND.

Under this Task, prepare and send required AB 52 tribal consultation letters to the United Auburn Indian Community (UAIC) at least 30 days prior to circulation of the CEQA document. The Project is assumed to be outside the area of traditional and cultural affiliation for the Washoe Tribe. Attend one site visit with a UAIC representative if requested.

Administrative Draft Environmental Document: Prepare an administrative CEQA draft ISMND. The document will summarize the results of environmental technical studies, document the project Purpose and Need, the alternatives development and screening process, and summarize the public outreach process conducted as part of environmental compliance.

Circulate Draft Environmental Document and Select Preferred Project Alternative: Circulate the Draft IS for public comment to agencies and interested parties as well as state clearinghouse (if needed). Prepare and publish the "Notice of Intent to Adopt" and the notice of completion of state clearinghouse submittal (if needed). Responses will be prepared if any comments are received during the circulation.

Prepare and Approve Final Environmental Document: Prepare the "Notice of Determination" and Mitigation Monitoring Plan. The County files the NOD with the County Clerk.

Deliverable(s):

- Administrative Draft ISMND including Initial Study Checklist, Public Circulation Draft, Final with response to comments
- Notice of Intent to Adopt a Mitigated Negative Declaration
- Mitigation Monitoring and Reporting Plan
- Responses and comments for Staff Report

Task 6.4. Environmental Permit Applications

With an accelerated schedule, environmental permit applications may be prepared and submitted while CEQA is being circulated. Applications are not complete until CEQA is complete. If the repair work is exempt from Section 404 CWA permitting, a 401 WQC is not needed, either. This task assumes that the Project qualifies for a non-notifying NWP 14. Prepare applications for a section 401 water quality certification from the Regional Water Quality Control Board (RWQCB). A Fish & Game Code (FGC) §

1602 Streambed Alteration Agreement notification will be submitted to the California Department of Fish and Wildlife (CDFW). Conceptual mitigation included in the biological document will support the permit applications.

Coordinate as necessary with the agencies to obtain the permits on the County's behalf. The County will provide application fees.

Deliverables:

- Section 401, and FGC § 1602 Permit applications

Optional Task 6.5. Construction Support Services

Under this task, Sycamore Environmental will conduct a preconstruction survey for special status species including California red-legged frog (CRLF) and Foothill yellow-legged frog (FLYF) immediately prior to the initiation of any project activities, such as ground disturbance or vegetation clearing. All suitable aquatic and upland habitat including refugia habitat such as dense vegetation, small woody debris, refuse, burrows, etc., will be thoroughly inspected.

Environmental awareness training will be conducted prior to the onset of project work. All construction personnel will be briefed on how to recognize special status species, the specific measures that are being implemented to conserve the species, the penalties for non-compliance, and the boundaries of the project area. Construction personnel will be informed that if a CRLF or FYLF are encountered in the work area, work activities in that area will cease until the species has moved from the area on its own volition.

Should special-status species be found during preconstruction surveys this task includes up to 40 hours of construction monitoring.

Subtasks:

- Coordinate with the Client to schedule a properly timed preconstruction survey.
- One site visit will be conducted to provide both 1) special status species (CRLF and FYLF) preconstruction survey and 2) worker awareness training.
- If a CRLF or FYLF are encountered in the work area, work activities in that area will cease until the species has moved from the area on its own volition.
- All attendees will sign an attendance sheet documenting their participation in the training. Submit the signature sheets to the Client.
- Summarize the findings of the preconstruction survey in a Letter Report. The report will include the training handout and signature sheet of attendees.

Deliverables:

- A brief email documenting the survey results of each survey will be sent to the Client within one business day of survey completion.
- A Pre-Construction Survey Letter Report with a map of active nests (as needed) and results of the special status species survey will be submitted electronically to the Client within one week after the survey is completed.

Task 6.6 Foothill Yellow-legged Frog Visual Encounter Surveys

Sycamore Environmental will perform two protocol presence/absence Visual Encounter Surveys (VES) for foothill yellow-legged frog (FYLF). The surveys will be conducted according to the Seltenrich and

Pool (2002) survey protocol for creeks. The first survey will be conducted during the breeding season (anticipated April or May) with a focus on adults, tadpoles, and egg masses. The second will be conducted at least 2 weeks later (anticipated May or June). The results of the survey will be used to determine whether a FGC § 2081 permit is needed and whether potentially significant impacts to FYLF may occur.

Subtasks:

- Coordinate with Client regarding Project schedule.
- Evaluate site and weather conditions to determine the approximate start of FYLF breeding.
- Conduct one VES during the FYLF breeding season (anticipated April-May) and one VES survey at least two weeks later (anticipated May-June).
 - Surveys will be conducted by a qualified biologist familiar with FYLF habitat, behavior, and able to identify all life stages of FYLF.
 - Surveys will cover the project area and suitable habitat in Squirrel Creek within approximately 1,000 feet (depending on access and suitable habitat).
 - Surveys will be conducted in accordance with applicable portions of the Seltenrich and Pool (2002) FYLF presence/absence survey protocol for creeks.
 - Record FYLF observations and habitat on VES data sheets provided in Appendix B of the 2002 protocol.
 - Photograph and briefly describe suitable habitat for FYLF in the survey area.
 - Provide a map of the survey area on aerial background denoting suitable habitat for FYLF, and any FYLF observations.
- Document survey results in a brief letter report.

Deliverables and Schedule:

- Perform the first VES during the FYLF breeding season (anticipated in April or May).
- Perform the second VES at least two (2) weeks later (anticipated in May or June).
- Email the presence/absence VES survey results within one (1) day of each VES survey.
- Submit electronic draft letter report documenting results within one (1) week of the second survey.

Optional Task 6.7 – CWA Section 404 Permit Preconstruction Notification (PCN)

Should project design require a section 404 PCN to the Corps, prepare the notification. The PCN will include a review of all 2017 NWP General Condition and Corps Sacramento District Regional Condition. We will prepare an aquatic resources delineation map according to the January 2016 Minimum Standards of the Sacramento District. Sycamore Environmental will attend the field verification with Corps and revise the delineation map, if necessary.

Deliverables:

- Aquatic Resources Delineation Map
- 404 Preconstruction Notification

Optional Task 6.8 – CESA 2081 Incidental Take Permit – Foothill yellow-legged frog

Should a take permit be required this task will involve preparation of the California Endangered Species Act (CESA) Section 2081 application for incidental take of Foothill yellow-legged frog

(FYLF). Avoidance and minimization and mitigation measures provided in the Project Biological Assessment and CEQA document will be included in the application. The application will address the five issuance criteria required for the Section 2081 permit. Consult and meet with Client and design team as required to obtain data and to coordinate on questions; and make revisions as requested by CDFW to obtain the permit.

Deliverables:

- CESA 2081 Incidental Take Permit application

Optional Task 6.9 – NHPA Section 106 Documentation

Should a notification to the Corps be necessary, it would trigger requirements under NEPA including section 106 of the National Historic Preservation Act (NHPA). Far Western Anthropological Services, Inc. will prepare cultural resource documentation. An Area of Potential Effects (APE) map will be prepared to include all areas subject to ground disturbance. Far Western will request a records search including a review of site records, survey reports, National and California register listings, as well as other relevant documents. They will review geologic maps of the area to study landform changes and determine potential sensitivity for buried resources within the project area. Necessary consultation will be conducted with the Native American Heritage Commission and all Native American groups/interested parties identified by the Commission, including letters and maps describing the project, and follow-up calls. A pedestrian survey will be conducted and resources found will be recorded on DPR 523 Forms. A Section 106 Cultural Resource Report will be prepared summarizing the results.

Deliverable(s):

- Section 106 Cultural Resource Compliance Document

Assumptions:

- County to secure Right-of-Entry for the study duration.
- CH2M to provide AutoCAD basemap of project study area and AutoCAD copies of design.
- CH2M to provide plan and profile drawings of the project. Plans should designate horizontal and vertical road alignments, limits of roadway and driveway improvements and cut/fill slopes.
- The project description and the impact calculations will be based on 35% design.
- Consult with County and design team to obtain data and to coordinate.
- The visual encounter surveys (VES) for foothill yellow-legged frog (FYLF) will cover approximately 1,000 feet upstream and downstream of the Project, in accessible portions of Squirrel Creek.
- The FYLF VES provide presence/absence data. A comprehensive FYLF habitat assessment is not included in this scope.
- The FYLF VES task does not include a preconstruction survey for FYLF.
- One (1) project site plan will be analyzed. Changes to the project design that result in modifications to the deliverables may require modification to the scope or cost estimate.

- Should the Corps initial consultation with USFWS for potential impacts to CRLF, the Biological Assessment document will be adequate to conduct the anticipated informal ESA Section 7 consultation. Coordination with USFWS can be conducted under Task 1 on a time and materials basis.
- County to provide permit application fees.
- Optional Task 6.5 includes up to 40 hours of construction monitoring. This task does not include a preconstruction survey for nesting birds. Any nesting birds observed incidental to surveys under this task will be reported to CH2M.
- Consultation with the Washoe Tribe under AB 52 is not required.
- Preconstruction surveys for nesting birds will be completed by the Contractor. Report nesting birds observed incidentally to the CH2M and the County.
- Costs have been allocated to tasks to determine the total Project budget. Costs may be reallocated among environmental subtask, as needed, as long as the total budget is not exceeded.
- A separate scope and budget will be provided if additional studies are requested.

Task 7 - Geotechnical Engineering Services

CONSULTANT will perform an investigation of the project site to characterize the shallow subsurface conditions in the area of the proposed culvert rehabilitation by the drilling of one boring near the existing culvert. The information gathered during the investigation will be used to prepare geotechnical engineering design recommendations for the culvert repair alternatives. CONSULTANT will advance one exploratory borings at the project site using a truck-mounted drill rig. Initially, the borings will be advanced utilizing maximum 8-inch outside diameter hollow-stem augers to maximum depths of 50 feet or 10 feet into rock, whichever occurs first.

If refusal is encountered on resistant rock at shallower depths, CONSULTANT will advance coring equipment with the intent of extending the boring a minimum of 10 feet into the underlying, resistant rock. The coring will be performed to allow evaluation of the properties of the underlying rock, including determination of rock quality (RQD) and possible compressive strength testing of collected samples.

A CONSULTANT engineer or geologist will log the subsurface soil and rock conditions encountered and collect relatively undisturbed and bulk soil samples from the exploratory borings. Collection of soil samples and the sample intervals will depend upon the soil conditions encountered. Samples will be collected at approximate intervals of 2.5 feet or at each change in stratum. The soil samples will be labeled, sealed, and transported to a laboratory where selected samples will be tested to determine their engineering material properties. If groundwater is encountered, the depth to groundwater below the existing ground surface will be documented. Following drilling and sample collection, the borings will be backfilled with grout.

Laboratory Testing

CONSULTANT will perform laboratory tests on selected soil samples to determine engineering material properties. Laboratory tests will be performed using American Society for Testing and Materials (ASTM) and Caltrans methods as guidelines. Anticipated laboratory testing will include:

D422, Particle Size Determination

D2216, Moisture Content

D2487, Unified Soil Classification System

D2488, Soil Description Visual Manual Method

D2937, Density

D3080, Direct Shear Strength

D4318, Atterberg Plasticity Indices (if appropriate)

D4829, Expansion Index (if appropriate)

D1557, Maximum Density Determination (compaction curve)

D2844, Resistance Value

D2166, Unconfined compressive strength

CTM 417, 422, and 643, Corrosion Parameters Evaluation (pH, Minimum resistivity, sulfate, chloride)

The actual tests performed may vary, depending on the subsurface conditions encountered.

Data Analysis

Data will be analyzed and summarized for use in the culvert rehabilitation. Specifically, the following will be provided:

1. Engineering soil and rock parameters for the identified soil and rock in the boring.
2. Lateral earth pressures diagrams for any excavation work.
3. Estimation of non-scourable material depth based upon the materials encountered in the boring.

CONSULTANT will develop a Geotechnical Data Report for the project site based upon the soils and rock identified in the boring and the results of the laboratory testing.

Assumptions:

- COUNTY will assist with the issuance of borings and encroachment permits for the proposed investigation.
- A budget of \$400 has been assumed for permitting fees.
- A truck-mounted drill rig will encroach on the existing travelled way during the investigation, requiring the placement of standard signage and cones to delineate the work area. Traffic control is anticipated during the course of the field investigation to allow mobilization of the drill rig to each drilling location and facilitate lane encroachment. No road closures are assumed.
- Traffic control will be provided by Geotechnical consultant.
- Any roadway reconstruction will match existing pavement section. No pavement design is required.

Deliverables:

Foundation Report (Draft & Final), 5 hard copies & 1 electronic (.pdf)

Log of Test Borings sheet

Task 8 – Hydrologic and Hydraulic Engineering Services

This task involves preparing the Hydraulic Study.

Data Review

CONSULTANT will review available data, including previous studies, provided by the COUNTY. Key information to review will be the available hydrologic and hydraulic data, past COUNTY and Caltrans bridge inspection reports and maintenance records for the culvert at Rough and Ready Road.

Field Reconnaissance

CONSULTANT will conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.

Hydrologic Analysis

Preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that there is not a detailed study available at the project site. However, FEMA does have design flow data for Wolf Creek in the City of Grass Valley, about 5 miles upstream of the Project site. CONSULTANT will perform hydrologic analyses using at least two different methods for the creek crossing: 1) USGS Regional Regression Method and 2) Unit Hydrograph Method. The Unit Hydrograph Method will include a data point in the City of Grass Valley for verification. The appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if possible), and the overtopping flood will be identified. The estimated peak flow of the known recent high flow event using the approximate known high water mark observed from the neighbor will be determined. With COUNTY input, an appropriate design flood will be determined to use during construction should a temporary crossing be required.

Hydraulic Analysis

Perform a hydraulic analysis to determine the design flow characteristics for the existing and proposed conditions through the study area including the limits and water surface profile through the study area for the base flood. The hydraulic model of choice will be the U.S. Army Corps of Engineers' HEC-RAS Model. Calibrate the hydraulic model using the observed high water mark.

Scour Analysis

Perform scour analyses to determine the scour potential for the existing and/or replacement culvert, per the methodology specified in the Federal Highway Administration's HEC-18 and HEC-23 Manuals. Provide recommendations for scour countermeasures, if determined necessary.

Culvert Design Hydraulic Study

Perform a Location Hydraulic Study and conduct floodplain risk assessment for the existing culvert and the repaired culvert. Prepare Bridge Location Hydraulic Study Memo, which will include the standard Caltrans Summary of Floodplain Encroachment Form and technical discussions.

Deliverables:

- Culvert Design Hydraulic Study Report (Draft and Final)

Task 9 - Right of Way

Project Tracking Table

Maintain the project tracking table and ensure that it is sent to the Client on the regularly requested schedule. As a component of effective project management and in an effort to keep the project on schedule and the Client current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments and any additional information the Client may request.

Deliverables:

- Project Tracking Table

Appraisal Process

Appraisals will be completed for the affected parcel by a licensed General Real Estate Appraiser. A Notice of intent to appraise letter along with the acquisition policy brochure will be provided to the impacted property owner. The appraisal will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice. Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

In some insignificant valuation situations under \$10,000 an appraisal may be waived [49 CFR 24.102(c) (2)]. In these cases, the appraiser can prepare a waiver valuation in lieu of appraisal report. Dokken Engineering will coordinate preparation of Just Compensation packages for approval.

Because this project does not involve federal funds, obtaining appraisal review certificates will not be required.

Deliverables:

- Appraisals Reports and/or Waiver Valuations

Negotiate for Right of Way

All "Good Faith Negotiations" will be completed by the Right of Way Team. After completion of the appraisal process and just compensation determination, prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take locations, Title VI information, "Your Property – Your Transportation Project" booklet. Negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken Engineering will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Work closely with the Client to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the Client for review. Working with the property owners to agreeable terms will be Dokken Engineering's focus. There may be situations where condemnation is unavoidable, such as clouds in title. In the event the Client will need to attain property through the condemnation process, provide assistance in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, attend, at the request of the Client, any Public Community Meetings regarding the project.

The proposed Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

Deliverables:

- Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

Escrow Coordination

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken Engineering will be available to assist the Client in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. Dokken Engineering will work closely with the Client to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the Client for acceptance prior to recording. In the event escrow services are not required, Dokken Engineering is available to perform these services and record the required documentation.

Deliverables:

- Escrow Documents and Closing Statements

Project Close Out

The original acquisition file for each affected parcel will be provided to the Client upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, and all applicable documentation.

Deliverables:

- Right of Way Certification Documentation, Original Acquisition Files

Exhibit "B"



Rough & Ready Highway Culvert

Task	Hours	Task Total
Task 1 - Project Management	112	\$14,574
Task 2 - 35% Design	284	\$32,813
Task 3 - 65% Design	388	\$42,598
Task 4 - Final Design	308	\$35,828
Task 5 - Services During Construction	64	\$7,741
Task 6 - Environmental		\$80,106
Tasks 7 & 8 - Geotech, Hydrology & Hydraulics		\$29,373
Task 9 - Right of Way		\$38,695
Grand Total	1,166	\$281,727



Nevada County Department of Public Works
 Rough & Ready Highway Culvert
 Form 10H Consultant Cost Proposal

Contractor: CH2M HILL

Employee or Category	Hours	x	Initial Rate	=	Cost
Principal Professional	Bonneau-TR		\$ 98.18	\$	-
Sr Consultant Professional	Hults-TR	4	\$ 76.94	\$	308
Sr Consultant Professional	Negrete-TR	116	\$ 74.80	\$	8,677
Sr Professional	Henderson-TR	28	\$ 69.00	\$	1,932
Professional	Jenson-AD	12	\$ 45.91	\$	551
Professional	Reinking-TR	144	\$ 52.00	\$	7,488
Associate Professional	Garatea-AD	20	\$ 34.96	\$	699
Office/Clerical	Becerra-TR	16	\$ 27.72	\$	444
Staff Professional	Aguilar-TR	248	\$ 39.01	\$	9,674
Associate Professional	Coomes-TR	128	\$ 43.96	\$	5,627
Sr Professional	Thomure-TR	112	\$ 63.94	\$	7,161
Sr Professional	Elwood-TR	64	\$ 69.10	\$	4,422
Sr Consultant Professional	Serroels-TR	8	\$ 83.61	\$	669
Sr Consultant Professional	Harris-TR	4	\$ 75.49	\$	302
Sr Technician	Walker-TR	144	\$ 46.33	\$	6,672
Associate Professional	Hess-TR	100	\$ 42.94	\$	4,294
Staff Professional	Loomis-TR	8	\$ 33.94	\$	272
	Total Hrs.	1156		\$	59,192
Subtotal Labor Costs					\$ 59,192
Anticipated Salary Increase					\$ 275
Labor Costs					\$ 59,467
Overhead Cost TR @ 103.333% of Labor Cost					\$ 59,873
Overhead Cost AD @ 85.833% of Labor Cost					\$ 1,073
Indirect Labor Costs					\$ 60,946
10% Fee 10% of Labor and Overhead Cost					\$ 12,041
Total Labor, Overhead & Fee Cost					\$ 132,454
Other Costs					
Expenses					\$ 1,100
Total Other Costs					\$ 1,100
Subcontractor Costs					
	Sycamore		\$ 80,106		
	WRECO		\$ 29,373		
	Dokken		\$ 38,695		
Total Subcontractor Costs					\$ 148,174
Total					\$ 281,728

