



RESOLUTION No. 16-489

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

APPROVAL OF CONTRACT AMENDMENT NO. 1 WITH QUINCY ENGINEERING, INC. FOR THE COMBIE ROAD CORRIDOR IMPROVEMENT PROJECT NUMBER 440814 AND AMENDING THE FISCAL YEAR 2016/17 ROAD CAPITAL IMPROVEMENT PLAN (CIP) BUDGET – 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, additional right of way services are needed to acquire three utility easements and three temporary construction easements and to prepare the plats and legals required to complete the project; and

WHEREAS, the County has also asked Quincy Engineering, Inc. to expand their joint trench utility design scope to include additional nearby utility providers; and

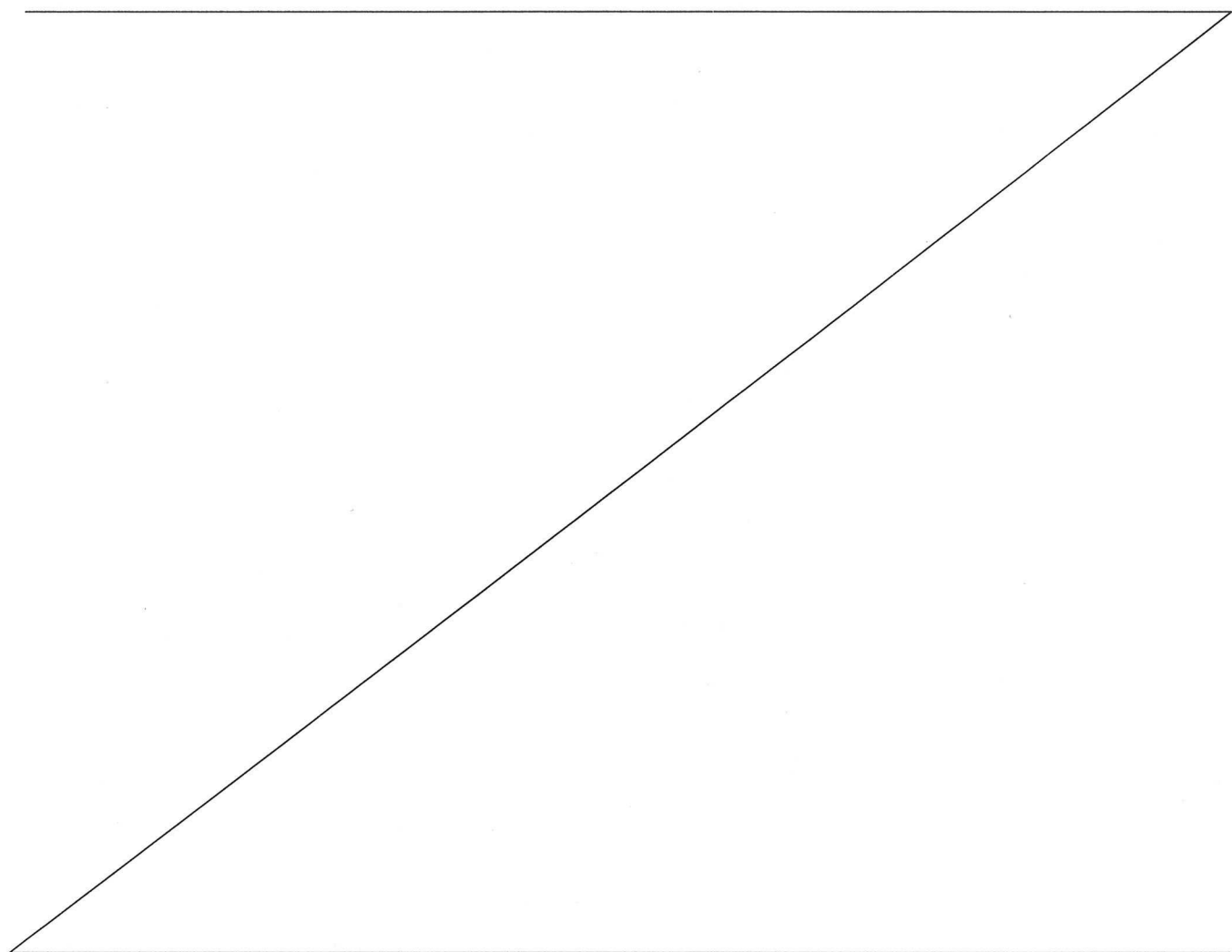
WHEREAS, the additional anticipated costs for these services will not exceed \$72,500; and

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. 1 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.
2. Approves increasing the maximum contract amount by \$72,500 to a maximum contract amount not to exceed \$651,990.
3. Directs the Auditor-Controller to amend the Road CIP Fiscal Year 2016/17 budget as follows:

Release for Fund Balance Fund 1400		\$72,500
Increase: 1400-30102-701-2000	550700	\$72,500
1114-30154-702-1000	540711	\$72,500
1114-30154-702-1000	474000	\$72,500



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of October, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, 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: 



Dan Miller, Chair

10/11/2016 cc: DPW*
AC*(hold)

10/24/2016 cc: DPW*
AC*(release)
QE, Inc.

**AMENDMENT NO. 1 TO THE CONTRACT WITH
QUINCY ENGINEERING**

THIS AMENDMENT is executed this 11th day of October, 2016, 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.

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 \$72,500 to a maximum not to exceed amount of \$651,990.
2. Amend the scope of services to include right of way acquisition services as outlined in the attached additional scope of services.
3. 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: 
Chair, Board of Supervisors

ATTEST:

By: 
Clerk of the Board of Supervisors

CONTRACTOR:

By: 



September 21, 2016

Mr. Joshua Pack, PE
Nevada County Department of Public Works
950 Maidu Avenue
Nevada County, CA 95959
530.265.7059

Re: Additional Combie Road Scope and Budget- Right of Way Acquisition, Plats & Legal Development, & Additional Joint Trench Coordination

Dear Mr. Pack:

Thank you for the opportunity to provide this Scope and Budget for Right of Way Acquisition, Plats & Legal Development, & Additional Joint Trench Coordination for the Combie Road Corridor Improvement Project. The following tasks and scope are in addition to our existing agreement:

Task 3 - Surveying

Task 3.3 – Legal Descriptions for Acquisitions and Easements

Plats and Legal Descriptions (up to five total) will be prepared for parcel acquisitions and temporary construction easements. Individual plats will be prepared in addition to legal descriptions for each parcel involved with acquisitions and easements. The plats will include the same basic information as contained in the Appraisal Mapping with respect to encumbrances and will detail any property line changes. It is assumed that the properties will be conveyed to the County. Work products will include legal descriptions and exhibits ready for recording at the County.

Task 7 – Utility Coordination

Task 7.3 – Additional Phase 3 Joint Trench Design

Quincy and O'Dell Engineering will supplement the existing Task 7.3 Joint Trench Design with the new information provided by Suddenlink for Phase 2 and Phase 3.

developing YOUR vision | delivering YOUR project



Task 11 – Right of Way Acquisition Services

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

Task 11.1-Right of Way Program Management

BRI will assign a Project Manager to oversee performance of the Tasks involved in delivery of the Right of Way (R/W) in the proposed Right of Way Services Contract between BRI and Quincy Engineering.

Task 11.2 -Valuation Services

BRI will develop a complete valuation for the client utilizing a Minimum Value Estimate (Waiver Valuation) Format described in Caltrans Appraisal Manual Chapter Seven at 7.02.13.02. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed public utility easements as well as temporary construction easements (TCE's) if required, affecting small portions of the parcels at Client's discretion.

In regards to the scope for this project; an appraisal is not considered to be required because the valuation problem is uncomplicated and the fair market value is estimated at \$10,000 or less based on a review of available data. The \$10,000 amount can include severance damages, but excludes any insignificant construction contract work. Client acknowledges that a Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation used to develop Just Compensation to be paid to the property owner. Criteria considered in making the determination as to uncomplicated valuations includes:

- There is no serious question as to the highest and best use;
- There is adequate market data available;
- There are no substantial damages and benefits involved; and
- There is no substantial decrease in market value due to the presence of hazardous material/waste.

Waiver Valuations are 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. Both fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation with jurisdictional exceptions applying in some cases.

Assumptions:

- Property owners will be willing sellers. If condemnation services are needed, a full appraisal will be required.
- Appraisal maps, plat maps and legal descriptions will be provided to BRI by others.
- Preliminary title reports will be provided to BRI by others

Deliverables:

Six Minimum Value Estimates, 3 copies each, meeting all State and Federal Standards for 3 public utility easements and 3 temporary construction easements from 6 ownerships.



Task 11.3 – Acquisition Services

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to three contacts in the first thirty days and will continue negotiations for up to three months or ten contacts with the property owners.

As a sub-task (11.3.1) of Acquisition Services, BRI will coordinate with the title company to close escrows on up to 4 parcels.

Deliverables:

- Acquisition of up to 3 public utility easements and 3 temporary construction easements from up to 6 ownerships.
- Escrow services for up to 4 parcels.

Task 11.4 – Right of way Certification

BRI will prepare the Right of Way Certification per Caltrans requirements.

Deliverables:

One draft and one final Right of Way Certification Document 13-B at certification level 1 or 2.

Please see the attached budget sheets for the \$72,500 not-to-exceed amount. 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.

Sincerely,

Quincy Engineering, Inc.

Jason Jurens, P.E.
Project Manager

Cost Proposal

Combie Road Corridor Improvement Project- R/W & Utility Amendment

Realignment Study

Date: 9/21/2016

Quincy Engineering, Inc.

Direct Labor:	\$4,262.00
Escalation for Multi-Year Project (2.0%):	\$85.24
<u>Subtotal</u>	<u>\$4,347.24</u>
Overhead (1.768):	\$7,685.92
A. Labor Subtotal	<u><u>\$12,033.16</u></u>

Subconsultant Costs:

O'Dell	\$10,000.00
Bender Rosenthal, Inc	\$49,200.00

B. Subconsultant Subtotal \$59,200.00

Other Direct Costs:

Travel (@ active IRS mileage rate)	100 miles @	\$0.540	\$54.00
Pier Diem/ Hotel	days @	\$150.00	\$0.00
Delivery	1 @	\$9.52	\$9.52
<i>Vendor Reproduction</i>			
	Vellum	@	\$0.00
	8 1/2 X 11 Reproduction	@	\$0.00
	11 X 17 Reproduction	@	\$0.00
	Mounting Boards for Presentations	@	\$0.00
	Newsletters (Translation and printing)	@	\$0.00
	<i>Subtotal Vendor Reproduction</i>		\$0.00

Title Report	@		\$0.00
Miscellaneous			
Prevailing Wage Differential			\$0.00

C. Other Direct Cost Subtotal: \$63.52

Labor Subtotal A. =	\$12,033.16
Fixed Fee (10.0%):	\$1,203.32
Subconsultant Subtotal B. =	\$59,200.00
Fixed Fee (0.0%):	\$0.00
Other Direct Cost Subtotal: C. =	\$63.52
Fixed Fee (0.0%):	\$0.00

TOTAL = **\$72,500.00**

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 176.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

Cost Proposal

Project Number: JP		Project Name: Comble Road Corridor Improvement Project- ROW & Utility Amendment																			
No.	TASKS	Principal Eng.	Assoc Pr Eng.	Senior Eng.	Senior Eng.	Senior Eng.	Assoc Eng.	Asst Eng. I	CAD Tech	Environmental Mgr.	Survey Mgr	Survey Tech	Quincy Total Hours	Quincy Total Labor Dollars	Escalation Multiplier	Labor+OH Multiplier	Profit Multiplier	Quincy NLF Budget	Odell	Bender Rosenthal, Inc	Subconsultant Subtotal
		BL \$79.70	JJ \$88.50	MS \$61.00	SS \$52.70	ME \$44.50	AC \$31.00	PK \$25.10	RW \$50.00	JT \$50.00	AD \$33.00				Direct Labor Dollars	2.0%	2.768	10%	3.045		
Realignment Study																					
3	Surveying												0	\$0	\$0	\$0	\$0.00	\$0			\$0
3.1	Base Map Preparation												0	\$0	\$0	\$0	\$0.00	\$0			\$0
3.2	(OPTIONAL) - Utility Potholing												0	\$0	\$0	\$0	\$0.00	\$0			\$0
3.3	Legal Descriptions for Acquisitions and Easements									24	40		64	\$2,520	\$2,570	\$7,115	\$711.49	\$7,826			\$0
3.4	Right of Way Acquisition												0	\$0	\$0	\$0	\$0.00	\$0			\$0
7	Utility Coordination												0	\$0	\$0	\$0	\$0.00	\$0			\$0
7.1	Review PG&E Rule 20A Plans												0	\$0	\$0	\$0	\$0.00	\$0			\$0
7.2	Coordinate with Other Utilities												0	\$0	\$0	\$0	\$0.00	\$0			\$0
7.3	Phase 3 Joint Trench Design		4	24									28	\$1,742	\$1,777	\$4,918	\$491.83	\$5,410	\$10,000		\$10,000
11	Right of Way Acquisition Services												0	\$0	\$0	\$0	\$0.00	\$0			\$0
11.1	Right of Way Program Management												0	\$0	\$0	\$0	\$0.00	\$0			\$11,700
11.2	Valuation Services												0	\$0	\$0	\$0	\$0.00	\$0			\$15,000
11.3	Acquisition Services												0	\$0	\$0	\$0	\$0.00	\$0			\$19,500
11.3	Right of Way Certification												0	\$0	\$0	\$0	\$0.00	\$0			\$1,500
													0	\$0	\$0	\$0	\$0.00	\$0			\$0
													0	\$0	\$0	\$0	\$0.00	\$0			\$0
	Subtotal - Hours	0	4	24	0	0	0	0	0	0	24	40	92						\$84	\$1,500	1,500
	Other Direct Costs																		\$13,300	\$48,200	\$59,200
	Total Cost:	\$0	\$278	\$1,464	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200	\$1,320	\$4,282	\$4,282	\$4,347	\$12,031	\$1,203	\$13,300	\$10,000	\$48,200	\$59,200

