

**PERSONAL SERVICES CONTRACT**

County of Nevada, California

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

**Kimley-Horn and Associates, 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) **Professional Engineering and Design Services for the Rough and Ready Highway Intersection Improvements Project**

**SUMMARY OF MATERIAL TERMS**

(§2) **Maximum Contract Price:** \$299,142.11  
(§3) **Contract Beginning Date:** 9/1/2019 **Contract Termination Date:** 12/30/2020  
(§4) **Liquidated Damages:** N/A

**INSURANCE POLICIES**

Designate all required policies:

		Req'd	Not Req'd
(§6)	<b>Commercial General Liability</b> (\$1,000,000)	<u>X</u>	<u>      </u>
(§7)	<b>Automobile Liability</b> (\$ 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)	<b>Worker's Compensation</b>	<u>X</u>	<u>      </u>
(§9)	<b>Errors and Omissions</b> (\$1,000,000)	<u>X</u>	<u>      </u>

**LICENSES AND PREVAILING WAGES**

(§14) Designate all required licenses:

Professional Engineer in California

**NOTICE & IDENTIFICATION**

(§26) <b>Contractor:</b>	<b>County of Nevada:</b>
Kimley-Horn and Associates, Inc.	Department of Public Works
555 Capitol Mall, Ste. 300	950 Maidu Avenue
Sacramento, CA 95814	Nevada City, CA 95959
Contact Person: Matthew D. Weir	Contact Person: Jessica Hankins
( 916 ) 858-5800	( 530 ) 265-1254
e-mail: Matt.Weir@kimley-horn.com	e-mail: Jessica.Hankins@co.nevada.ca.us

**Contractor is a:** (check all that apply)

Corporation:	<u>      </u> Calif.,	<u>X</u> Other,	<u>      </u> LLC,	<u>      </u> Non-profit
Partnership:	<u>      </u> Calif.,	<u>      </u> Other,	<u>      </u> LLP,	<u>      </u> Limited
Person:	<u>      </u> Indiv.,	<u>      </u> Dba,	<u>      </u> Ass'n	<u>      </u> 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
<b>Exhibit A: Schedule of Services</b> (Provided by Contractor)	<u>X</u>	<u>      </u>
<b>Exhibit B: Schedule of Charges and Payments</b> (Paid by County)	<u>X</u>	<u>      </u>
<b>Exhibit C: Schedule of Changes</b> (Additions, Deletions & Amendments)	<u>X</u>	<u>      </u>
<b>Exhibit D: Schedule of HIPAA Provisions</b> (Protected Health Information)	<u>      </u>	<u>X</u>

### 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:**

\_\_\_\_\_  
Name:  
Title:  
  
Dated: \_\_\_\_\_

**COUNTY OF NEVADA:**

\_\_\_\_\_  
Richard Anderson, Chair  
Board of Supervisors  
  
Dated: \_\_\_\_\_

**EXHIBIT "A"**  
**SCHEDULE OF SERVICES**



# EXHIBIT A

## NEVADA COUNTY ENGINEERING AND DESIGN FOR ROUGH AND READY HIGHWAY INTERSECTION IMPROVEMENT PROJECT

### Scope of Services

The following are the primary assumptions upon which this Scope of Services and Fee Proposal are based. Any deviation from these assumptions may necessitate a contract amendment.

- Per the County's request, the final intersection improvement is anticipated to consist of either a roundabout or a traffic signal at a consolidated intersection at Adam Avenue. As such, this Scope of Services includes the design of the Ridge Road realignment and the single, consolidated intersection improvement (roundabout or traffic signal).
- Per the County's request, this Scope of Services does not include a comprehensive Intersection Control Evaluation (ICE) within which various intersection improvement options would have been evaluated. Instead, the evaluation of which intersection options (roundabout or traffic signal) will rely on data and analyses previously completed (by Consultant), right-of-way limitations, and other constraints either discovered through the project development or as specified by the County.
- The County is responsible for all utility coordination necessary to complete the project.
- The preparation of staged construction plans is not included in this Scope of Services. As a result, the project specifications that will be prepared will include contractor requirements to prepare and submit staged construction plans for County review and approval.
- Bid support services are not included in this Scope of Services.
- Geotechnical Services:
  - Field sampling will be performed using hand operated sampling equipment.
  - All borings will be backfilled with drill cuttings and any remaining cuttings will be scattered onsite.
  - Groundwater will not be sampled or tested as part of these services.
  - A complete delineation of the limits of hazardous wastes or quantities of hazardous wastes, if identified, is not included in these services.
  - There will be no Portland Cement Concrete pavement design associated with this project.
  - No deflection testing of the existing asphalt pavements will be performed.
  - There will be no Caltrans design oversight on this project.
  - A rock excavation study is not being performed as part of this study.
- Environmental Services:
  - CEQA – The County is responsible for the preparation of the Initial Study/Mitigated Negative Declaration (IS/MND).
  - Hazardous Materials – We will prepare a technical memo that summarizes the results of GeoTracker and Envirostor database searches and an onsite field visit.
  - Wetlands – We assume that no wetland areas will be impacted. Based on this assumption, no wetland delineation reports or wetland permitting applications are included in this Scope of Services.
  - *It is important to note that Caltrans may require these, or other additional studies as part of their review. A determination from Caltrans regarding the required studies will not be provided until the Preliminary Environmental Study (PES) has been submitted.*

- Up to four (4) face-to-face meetings are included in this Scope of Services. Up to two (2) of these meetings may be public meetings. All public meetings will be coordinated and facilitated by the County, with limited support from Kimley-Horn.

### ***Task 0: Project Initiation, Data Collection, Meetings, and Administration***

This task includes project initiation, general project administration, quality control, and project accounting. Consultant will provide project management and administration services for the project. This Scope of Services is anticipated to be completed over a fourteen (14) month period (excluding construction phase services).

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the County. The County shall provide all information requested by Consultant during the project including but not limited to the following:

- Right-of-Way information
- As-Builts (in AutoCAD format)
- Historical collision data (most recent five-year period)
- Previous studies of potential alternatives

Consultant will participate in a project kick-off meeting with the County to discuss project timeline, critical issues, data requested from the County, and to establish the preferred approach to specific design aspects. In conjunction with the project kick-off meeting, Consultant will complete one field visit with County staff and the project team to observe existing conditions, intersection lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features that are deemed by Consultant to be relevant to the Scope of Services.

Consultant will attend up to three (3) additional in-person meetings (4 total including kick-off meeting). Up to two (2) of the meetings may be in-person public outreach meetings led by the County. Consultant's role in these public outreach meetings is limited to preparation of readily available graphics/exhibits and attendance.

### ***Task 0 Deliverables:***

- Up to fourteen (14) monthly project invoices and progress reports
- Up to two (2) meeting agendas, materials, and summaries
- Limited support materials for up to two (2) public outreach meetings led by the County

### ***Task 1: Intersection Control Evaluation***

*Per the County's request, this task has been removed and is excluded from this Scope of Services. All traffic data collection, travel demand model forecasting data, traffic analyses, and operational comparison findings from the Consultant's proposal will be the source of all information necessary to complete an evaluation of the two intersection options (roundabout and traffic signal).*

### ***Task 2: Environmental Services***

This environmental Scope of Services has been developed based on the following key assumption:

- A single project design alternative is assessed through environmental review.

## **2.1 Preliminary Environmental Study (PES) Form and Area of Potential Effects (APE) Map**

Environmental issues that may require further detailed study are documented in the PES for County / Caltrans concurrence prior to the initiation of the technical study work program. Consultant will draft a PES Form for County review with respect to the proposed project details. The County reviewed PES Form will be submitted to Caltrans for review and approval. Consultant will be available for one site visit with Caltrans and the County to review the area and take comments on the PES Form. The Caltrans-approved PES Form will act as the work scope for the required NEPA compliance documentation.

As part of this task, the Consultant team will draft the Area of Potential Effects (APE) map for both Archaeology and Historic Architecture in coordination with the County and Caltrans. Once the County has reviewed and approved the APE map, the APE Map will be submitted, with the PES Form, for Caltrans Professionally Qualified Staff (PQS) approval. The APE map will then provide the cultural resources boundaries for the Caltrans PQS-prepared Screened Undertaking.

## **2.2 Technical Study Work Program**

Consultant proposes to prepare technical studies in conformance with the National Environmental Policy Act of 1969 (NEPA), pertinent FHWA regulations, Caltrans' Environmental Handbook, and the California Environmental Quality Act (CEQA). Consultant will coordinate with Caltrans staff to formalize the specific content and format requirements for each study. The Consultant team has developed the following technical study work plan to satisfy the County and Caltrans' environmental requirements (budgets for the following tasks assume responses on two consolidated, non-conflicting sets of County / Caltrans review comments).

### **2.2.1 Air Quality Technical Memo**

Based on our recent projects within Caltrans District 3, a review of the project as presented in the RFP, and a review of the Caltrans PES Form, Consultant anticipates that air quality can be addressed within the context of the environmental document for construction purposes and would not require a technical study. In addition, this scope of work assumes a project roundabout design and that the project is exempt from air quality conformity based on 40 CFR 93.126, Table 2, which lists Traffic Control Devices and Operating Assistance Other than Signalization Projects, as exempt from the requirement that a conformity determination be made.

Consultant will prepare the following air quality technical memorandum based on the following: Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively evaluated using the latest version of the Roadway Construction Emissions Model (RCEM). As the project involves a multi-lane roundabout and would not add roadway capacity or involve other physical roadway modifications, the analysis will briefly describe that the proposed project would improve intersection operations and not negatively impact air quality.

### **2.2.2 Construction Noise Technical Memorandum**

Kimley-Horn will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to project. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. On-site noise generating activities will be addressed qualitatively as it is assumed that operational activities would not change existing conditions. Noise measurements are excluded from this task.

### 2.2.3 *Hazardous Materials Technical Memorandum*

Consultant will prepare a technical memo that will consist of a GeoTracker and Envirostor Database search and site visit. This scope assumes that there are no known hazardous materials on the project site. This scope of work assumes that the proposed roadway improvements will be within the existing right of way and that no construction activities will take place on Parcel 07-111-05, the location of a former burn dump. This scope assumes that should any further investigations or remediation be required, the County will include Conditions of Approval or Mitigation Measures as part of the Initial Study/Mitigation Negative Declaration to be prepared by County Staff. This scope of work assumes that a technical memo level of detail will be sufficient for the Caltrans environmental review process. Should a higher level of detail or a full technical report (e.g., Initial Site Assessment) be required by Caltrans, then an amendment to this scope and few will be required.

### 2.2.4 *Biological Resources Natural Environmental Study*

Consultant team will review the proposed project description and project plans to understand and evaluate the project's design elements with respect to potential affects to biological resources. The consultant team will prepare a Natural Environment Study (NES) following the template provided on Caltrans' Standard Environmental Reference (SER) website. The NES will reach a conclusion about the effect on federally listed species using U.S. Fish and Wildlife (USFWS) consultation language (i.e., no effect, not likely to adversely affect, etc.) and will reach a clear conclusion about the presence of habitat for any federally listed species. Consultant will review of the California Natural Diversity Database (CNDDB), species lists from the U.S. Fish and Wildlife Service (USFWS) and California Native Plant Society (CNPS), and biological studies and documents prepared in the project vicinity.

Consultant will conduct a field survey and gather existing pertinent information regarding the project site. Consultant will determine the biological study area (BSA), which is anticipated to encompass the boundaries of the work, plus an approximately 100-foot buffer for special-status plants and wildlife species that may be directly or indirectly affected by the project during and after construction. Field surveys of the BSA will characterize vegetation communities, identify and map potential waters of the U.S, wetlands, map suitable habitat for special-status plant and wildlife species, and identify trees subject to the Nevada County Tree Ordinance within the project footprint (i.e., within the area of direct impact). This scope and cost does not include development of a USFWS and/or NMFS BA or protocol/guideline level special-status species surveys, as the potential to affect these species is considered unlikely.

### 2.2.5 *Cultural Resources*

In compliance with Caltrans guidance, the Consultant Team will define the archaeological Area of Potential Effect (APE). The APE will consist of areas subject to ground disturbance, access roads or staging locations that are being constructed or improved for the project. It will also consist of the full boundaries of any identified cultural sites. The cultural resources inventory should proceed only when the APE is well defined to avoid the need for additional time and funds should the APE change after the cultural study has begun (or been completed).

A records search will consist of a review of site records, survey reports, National and California register listings, as well as other relevant documents will be requested from the North Central Information Center of the California Historical Resources Information System, administered by California State University Sacramento. The area of study will be the APE plus a one-quarter-mile buffer. The review will provide information on whether any portions of the project area have been recently surveyed, and whether any previously recorded resources exist within the study area. Additionally, the Consultant Team will conduct historical research at the Nevada County Historical Society in Nevada City, Searls Historical Library and

Doris Foley Library for Historical Research. Consultant will consult with the Native American Heritage Commission and Native American groups/interested parties identified by the Commission, send letters and maps describing the project, and follow-up emails and calls, as required under Section 106 of the National Historic Preservation Act. For consultation under CEQA (AB 52), the Consultant Team will prepare letters that the County can transmit to interested tribal groups. The Consultant Team will complete a pedestrian survey of the APE. The archaeological survey will inventory safely accessible portions of the APE, construction lay-down areas, and other areas that may encounter ground-disturbing activities. The field crew will also examine exposed soils for evidence of cultural materials; will record undocumented resources; revisit and, if necessary, update previously recorded resources using GPS equipment for precise locational mapping. Resources as a result of this scope of work will be recorded on Department of Parks and Recreation (DRP) 523 Forms.

Cultural and Historical Reports will be prepared to Caltrans standards following the provisions outlined in the Caltrans SER Volume 2 for Cultural Resources.

This scope of work assumes no historical properties are determined within the APE. Caltrans may require additional cultural / historic resources documentation if the HPSR (with ASR and HRER) identifies historic properties in the APE; i.e., properties listed in or eligible for listing in the National Register of Historic Places. This documentation can be prepared under a separate scope of work.

### **2.3 Environmental Coordination and Meeting Attendance**

*Project Coordination:* Consultant's environmental task leader will provide project management, review, quality control/quality assurance throughout the duration. The task leader will coordinate with state and local agencies regarding this environmental document.

*Meeting Attendance:* Consultant anticipates meetings with County and Caltrans staff. The environmental task leader will attend up to three meetings with County and Caltrans staff as follows: the PES Form site visit, a "kick-off meeting", and one Project Development Team meeting.

#### **Task 2 Deliverables:**

- One (1) Draft PDF copy of the PES and APE for County / Caltrans review
- One (1) Final PDF copy of the PES and APE for County / Caltrans review and approval
- One (1) Draft PDF copy of each technical memorandum (study) for County / Caltrans review
- One (1) Final PDF copy of each technical memorandum (study) for County / Caltrans review and approval
- Five (5) Final copies for of each technical memorandum (study) for Caltrans NEPA processing
- One (1) PDF copy of the Draft CE for Caltrans review and approval

### **Task 3: Surveys, Right-of-Way, Hydraulics, & Geotechnical**

#### **3.1 Field Topographic Survey**

Consultant will provide design level topography, base mapping, and right of way support for the limits of the project shown on **Exhibit A**. These tasks are outlined as follows:

##### *Control Surveys*

Ground control coordinates will be based horizontally upon the California Coordinate System of 1983 (CCS83), Zone 2 utilizing the North American Datum of 1983 and vertically on NAVD88 to establish project control for survey purposes and project construction.

### *Topographic Surveys*

Within the Project Area shown in Exhibit A (5.6 acres), Consultant will provide planimetrics, contours and DTM. For project efficiency, the external limits of the project are generally 25-feet beyond toe of slope or to right of way, whichever is a greater limit. Using the Mobile Lidar data from the Signage Safety Improvement project will reduce the amount of field survey necessary for pavement, striping and signage. Additional field surveys will be conducted to verify scan information and supplement information in non-visible locations, such as ditch flowlines and areas obscured by foliage.

Topographic surveys will be performed using a combination of standard cross-sectioning techniques, intermediate survey ties, break lines and spot elevations to generate a digital terrain model (DTM) if necessary. The NID canal will be surveyed by taking cross sections near the structure and each fifty feet within the project area. Intermediate survey ties will include all visible surface improvements such as fences, driveways, roadway signs, roadway striping, swales, roadway improvement features, pavement, concrete, slopes, grade breaks, drainage features. It is assumed Consultant will survey trees above 4" DBH. Tag numbers will be collected if they are on the trees at tie of topographic survey. Consultant will run break lines as appropriate; include elevation spot shots and other relevant features from the Topographic Survey.

Based upon information gathered, Consultant will compile an electronic base map including a Digital Terrain Model. This information will be presented at 40 scale with 1-foot contour interval. Because surveys will be referenced into plans, no sheets will be delivered.

### **3.2     *Right-of-Way Support Services***

Consultant will use available record mapping to determine existing street Rights of Way, property lines, NID easement and limits of other property rights. This effort includes State right-of-way relinquished to Nevada County in 1985 and shown on Highway Map Book 3 at pages 237 – 239. It is understood at this time that no acquisition is anticipated with this project, so right of way will be delineated as a project constraint and search for or delineation of easements adjacent to the project is excluded.

Consultant will tie monuments affecting property lines to resolve existing rights of way, easements and property lines in the project area. Based on initial research, it appears there are no monuments that may potentially be destroyed or disturbed during construction. It is assumed that sufficient monumentation will be found from the record maps to delineate the parcels impacted by the proposed project. It is assumed no acquisition will be required for this project.

A Record of Survey is not included in this Scope of Services. During the course of a boundary survey, it is possible that the requirement to file a record of survey will be triggered. This most often happens by the discovery of conflicts or alternate evidence not shown on recent maps. Should such a conflict or other evidence be discovered, work will stop, and the project team will be notified.

### **3.3     *Hydrologic/Hydraulic Analysis***

Consultant will prepare a limited drainage analysis for the tributaries to the proposed culvert crossings within the localized project area. It is assumed that roadway drainage will be channelized in new curb/gutter and will outlet to roadside ditches or new underground drainage systems. Hydrologic/Hydraulic analysis will be conducted for reconstructed portions of the road.

#### *Data Collection and Field Visit*

Consultant will gather and review relevant and readily available reports, modeling data, and mapping related to this study. We will perform one field visit to gain a better understanding of the drainage conditions at the project site.

#### *Hydraulic Analysis*

Consultant will perform a hydraulic analysis to determine the impacts of the project, and to evaluate design adjustments to mitigate for potential impacts. For this analysis, we will use the rational method for the roadway drainage areas and roadside ditches. The 10-year and 100-year design storms will be simulated for both pre-project and post-project conditions and the potential impacts.

#### *Drainage Report*

The Consultant will prepare a draft drainage report that describes the analysis performed and summarizes the results and recommendations. We will provide the draft report to the County for their review. A final report will be prepared that addresses comments from the County.

### **3.4 Geotechnical Report**

Consultant will review available geotechnical data, as-built data, and any available previous geotechnical studies performed along the project alignment. Additionally, Consultant will perform a field investigation to determine the existing roadway pavement sections and native subgrade soils. Consultant will perform the following items of work:

- Obtain at no cost an Encroachment Permit to work within the Nevada County Right of Way to perform the field explorations.
- Be provided Rights of Entry (obtained by others) to perform any field work in private property.
- Mark out in white paint all the proposed boring locations and call USA North Dig Alert a minimum of 72 hours before the start of the field drilling work.
- Perform up to five (5) hand auger borings (5' or auger refusal, whichever occurs first) within the limits of the proposed roundabouts and roadway realignment work to better define the subgrade and existing base/fill soil extents.
- Recovered subgrade soils samples will be tested for R-value and gradation.

The descriptions of soil types encountered, and summary of laboratory testing will be provided on Boring Logs, and the locations of the borings will be provided on a Boring Location Map.

Consultant will document the above listed items in a Pavement Engineering Report for the new roadway improvements. The report will provide the following:

- Summary of the scope of work performed for this study.
- Summary of the local geology as it pertains to the project.
- Summary of the field exploration work and soil laboratory testing results performed for this study.
- New hot mix asphalt structural pavement sections or the new roadway sections following the Caltrans Highway Design Manual Chapter 600 Gravel Equivalency Methodology.

#### **Task 3 Deliverables:**

- AutoCAD C3D file with Project Control Diagram
- Field Notes & Point Files
- Site Photographs
- AutoCAD C3D file with planimetric and DTM

- Record Maps
- AutoCAD C3D file with Right of Way lines and easements
- Draft and Final Drainage Report
- Boring Location Map and Boring Logs
- Summary of Laboratory Testing Results
- Pavement Engineering Report

#### **Task 4: Utility Coordination**

*Per the County's request, this task has been removed and is excluded from this Scope of Services. The County is responsible for all utility coordination necessary to complete the project.*

#### **Task 5: Plans, Specifications, & Estimate**

##### **5.1 Concept Layouts**

Design Concepts will be prepared based on conformance requirements with the existing roadways. Up to two (2) total concept layouts will be developed that depict various intersection traffic control options and combinations of All-Way Stop Control (AWSC), signal control, and roundabout alternatives. The concept layouts will be developed to visualize the impacts to existing access, planned operations, safety elements, and to generate quantities to support a concept level opinion of probable construction costs.

The primary purpose of this task will be to establish the design year footprint of the study intersection, the number of approach, departure, turn, and/or circulatory lanes. Layouts will be developed in CADD. Colored, 2D concept exhibits will depict critical intersection features and geometric design elements based on the traffic operations analysis. The layout will depict colored pavement markings consistent with the California MUTCD (CMUTCD), color coded areas identifying landscape opportunities, and the potential for vertical obstructions based on estimated sight lines.

Roundabout design check considerations such as approach alignment, path overlap, fastest path, sight distance, and design vehicles will be considered at this level of development but will not be calculated at this time. The purpose of the concept layouts is to develop conservative footprints through the design life, so an estimated construction cost can be calculated.

The Consultant will consider the following key design features during this phase:

- Size and location of intersection relative to right-of-way and geometric constraints
- Realignment of Ridge Road
- If a roundabout is the identified improvement, the number of approach, departure, and circulatory lanes
- If a roundabout is the identified improvement, channelization and striping strategies for circulating lanes and design vehicle accommodation
- Approach and departure alignment
- Design speed, design vehicle, and sight line considerations (*Calculations will not be conducted at this phase of concept refinement. Design check calculations will be completed with preliminary engineering*)
- Local access impacts and circulation
- Truck turning evaluation using AutoTURN
- Travel paths for bicyclists and pedestrians
- Continuity for pedestrian travel and access to transit facilities
- Estimated functional area of intersection based on geometric features and design influence areas.



## **5.2 Preliminary Engineering (35% Plans)**

Based on the County's selection of the preferred concept alternative, the Consultant will refine the design concept. If a roundabout is the identified preferred design alternative, options and trade-offs typically considered are variations on the roundabout inscribed circle diameter and central island, location of the roundabout, and variations in the approach and departure geometry.

It is assumed that any known constraints at the project location will be identified and provided to Consultant prior to development of the refined project concept. This scope assumes development of one draft concept layout of the preferred alternative for review by the County. After review by the County, one round of adjustments to the concept layout are assumed.

### *Geometric Approval (Horizontal)*

Consultant will prepare preliminary engineering drawings and design check calculations to obtain geometric approval of the preferred concept developed under Task 5.1. Preliminary engineering plans are assumed to extend to the point where the improvements conform with existing street infrastructure or proposed street typical section, whichever is less.

Preliminary engineering drawings will be prepared to identify the horizontal design limits of critical geometric elements such as curb geometry, lane widths, channelization, lane transitions, pavement markings, sightlines, and conform conditions to either the existing street infrastructure or proposed typical street section. The functional area of the intersection will be defined. If a roundabout is the identified improvement, typical sections of each leg, the roundabout circulatory roadway and central island will be prepared.

If a roundabout is the identified improvement, design checks specific to vehicles navigating roundabout intersections will be calculated and documented in a technical memorandum. Roundabout curb geometry and lane markings will be adjusted to achieve target design values for estimated speeds, design vehicles, and sight lines. If site conditions or other constraints require a deviation from guidance described in NCHRP Report 672, the deviation will be identified in the technical memorandum along with a description why the deviation is being requested. The following design checks will be evaluated for vehicles:

- Fastest path estimation for R1 through R5
- Swept path and tire tracking for design vehicles (Assume up to two design vehicles)
- Intersection angle of visibility
- Intersection Sight Distance (Assume  $t_c=5.0$  seconds)
- Stopping Sight Distance
- Path overlap estimation for multi-lane entries and departures

### *Geometric Approval (Vertical) - 35% Plans*

Based on the approved horizontal geometry, centerline and curb profiles will be generated to a level sufficient to identify estimated grading of the roadway finished surface and to identify drainage patterns. A preliminary contour plan of the finished surface will be prepared as a design check for drainage, right-of-way, sight line, and driver comfort.

## **5.3 PS&E**

The Consultant team will create 65%, 90%, and 100% plans, special provisions (only for 90% and 100% submittals), and engineer's opinion of probable cost (PS&E) for the selected intersection improvements. For the purpose of this scope and fee, we assume realignment of Ridge Road and design of a single roundabout controlled intersection. We anticipate developing the following plan sheets (estimate of 32 total sheets):

Cover sheet	1 sheet
General Notes	2 sheets
Horizontal control/Key Map	2 sheets
Typical sections	1 sheet
Demolition Plans	2 sheets
Layout plans	4 sheets
Construction details	4 sheets
Contour Grading Plans	1 sheet
Drainage and utility plans	4 sheets
Signing and striping	4 sheets
Construction Area Signs	2 sheets
Landscaping	2 sheets
Street lighting	3 sheets
<b>Total:</b>	<b>32 sheets</b>

It is assumed that staged construction, traffic control, and detour plans will be the contractor's responsibility and are therefore not included in this Scope of Services. The project specifications that will be prepared will include contractor requirements to prepare and submit staged construction plans for County review and approval.

Consultant will develop technical specifications and special provisions based on the Caltrans 2018 Standard Specifications.

The 65%, 90%, and 100% deliverables will be provided to the County for their review and comment. We will provide up to two (2) full-size and three (3) half-size sets of plans, and one (1) complete set of the special provisions at 90% and 100% (bound hardcopy) and estimate. PS&E documents will also be provided to the County in PDF format.

We assume the County will provide one set of consolidated, non-conflicting comments on the 65%, 90%, and 100% deliverables. We will provide responses to County comments prior to the next deliverable submittal.

As part of the development of the 65% PS&E, the Consultant will perform a photometric analysis for the proposed intersection improvements based on the County's preferred light fixture and lighting requirements. Depending on the identified improvement, Consultant will design street lighting system to meet roadway safety and pedestrian lighting requirements. Exhibits with proposed street light locations and photometric analysis results will be submitted with the 65% PS&E for County review and approval.

#### **5.4 Constructability Review Coordination**

Consultant will coordinate with the County's construction management and inspection consultants as part of the PS&E development (Task 5.3). Constructability review comments provided as part of the design review of the PS&E submittals will be reviewed and incorporated into the construction documents.

#### **Task 5 Deliverables:**

- Concept layouts - Up to 3 total exhibits
- Preliminary Engineering (35%) plans for selected alternative
- 65%, 90%, 100%, and Final PS&E in electronic (PDF) format
- 65%, 90%, 100%, and Final Plans - two (2) full-size, bond
- 65%, 90%, 100%, and Final Plans - three (3) half-size, bond
- 90%, 100%, and Final Specifications - one (1) hardcopy, bound
- Electronic design files (.dwg) of the final plans
- Electronic PDF files of the final plans (24" x 36" full size and 11" x 17" scaled formats)
- Final Special Provisions and Engineer's Estimate in electronic (.docx and .xlsx) and hardcopy format.

#### **Task 6: Preparation of Record Drawings**


After construction is complete, Consultant will prepare Record Drawings based upon one consolidated and non-conflicting red-lines provided by the County. We assume this task to occur over 1 month for a total labor effort of 10 hours. Support beyond the 10 hours for record drawings can be provided as an additional service.



# Rough & Ready

Survey Limits\_190606

Legend **Exhibit A**

 ?Survey Limits



Google Earth

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**EXHIBIT "B"**  
**SCHEDULE OF CHARGES AND PAYMENTS**

Engineering and Design for Rough and Ready Highway Intersection Improvement Project															
195.24% Overhead%  194.67% Overhead% w/o FCCM  10% Fee%		Name	Kimley-Horn and Associates, Inc.										Total Hours	Total Cost	
			Matt Weir	Daniel Carley	Alex Jewell	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Sr. Project Support			Project Support
			Project Manager	Task Lead	Task Lead										
			\$78.25	\$57.31	\$67.91										
Billing Rate		\$254.08	\$186.09	\$220.51	\$254.34	\$234.08	\$213.14	\$185.89	\$153.55	\$123.71	\$142.25	\$106.99			
Task 0:	Project Initiation, Data Collection, Meetings, and Administration		50	40	18			0			10	20	10	148	\$ 29,269.02
0.1	Project Management and Administration		30	20	6						20	10	86	\$ 16,582.33	
0.2	Kick-off Meeting/Site Visit		6	6	6					10			28	\$ 5,201.22	
0.3	Project Coordination Meetings (3)		14	14	6								34	\$ 7,485.47	
Task 1:	Intersection Control Evaluation												0	\$ -	
	Task removed and is excluded from Scope of Services												0	\$ -	
Task 2:	Environmental Services		2		44		18			80	6	2	152	\$ 25,388.58	
2.1	PES Form and APE Map		2		8					28	6	2	46	\$ 6,803.72	
2.2	Technical Study Work Program														
	Task 2.2.1 Air Quality Technical Memo				2		8				20		30	\$ 4,787.93	
	Task 2.2.2 Construction Noise Technical Memo				2						24		26	\$ 3,410.14	
	Task 2.2.3 Initial Site Assessment (ISA)				4		10				8		22	\$ 4,212.55	
	Task 2.2.4 Biological Resources Natural Environmental Study				4								4	\$ 882.03	
	Task 2.2.5 Cultural Resources Report				4								4	\$ 882.03	
2.3	Environmental Coordination and Meeting Attendance				20								20	\$ 4,410.17	
Task 3:	Surveys, Right-of-Way, Hydraulics, & Geotechnical			8			10	20		38			76	\$ 12,793.39	
3.1	Field Topographic Survey			2						4			6	\$ 867.03	
3.2	Right-of-Way Support Services			2						2			4	\$ 619.61	
3.3	Hydraulic/Hydraulic Analysis						10	20		32			62	\$ 10,562.39	
3.4	Geotechnical Report			4									4	\$ 744.36	
Task 4:	Utility Coordination												0	\$ -	
	Task removed and is excluded from Scope of Services												0	\$ -	
Task 5:	Plans, Specifications, & Estimate		8	118		90		80	110		478		884	\$ 143,516.53	
5.1	Concept Layouts		2	4		18				22			46	\$ 8,552.39	
5.2	Preliminary Engineering (35% Plans)			30		40				90			160	\$ 26,890.61	
5.3	PS&E (65%, 90%, 100%)														
	Task 5.3.1 65% PS&E		2	36		16		40	50		180		324	\$ 51,365.53	
	Task 5.3.2 90% PS&E		2	20		10		20	40		110		202	\$ 32,080.40	
	Task 5.3.3 100% PS&E		2	18		6		20	20		66		132	\$ 21,529.57	
5.4	Constructability Review Coordination			10						10			20	\$ 3,098.03	
Task 6:	Preparation of Record Drawings			2						8			10	\$ 1,361.89	
6.1	Record Drawings			2						8			10	\$ 1,361.89	
	TOTAL HOURS		60	168	62	90	28	100	110	0	614	26	12	1270	
	Subtotal Labor:		\$ 15,244.99	\$ 31,263.05	\$ 13,671.53	\$ 22,890.87	\$ 6,554.28	\$ 21,313.77	\$ 20,448.42	\$ -	\$ 75,960.01	\$ 3,698.61	\$ 1,283.89		\$ 212,329.41
	Other Direct Costs													\$ 86,812.70	
	Mileage													\$ 500.00	
	Outside Printing													\$ 2,000.00	
	Subconsultants														
	Surveying (Mark Thomas & Company)													\$ 19,760.56	
	Geotechnical Engineering (Twinning)													\$ 7,028.07	
	Biological and Cultural Resources (Area West Environmental, Inc.)													\$ 57,524.07	
	TOTAL COST:													\$ 299,142.11	

\*Rate includes estimated salary increases effective 7/1/19

## EXHIBIT "C"

### SCHEDULE OF CHANGES

Amendments and additions to the Contract are hereby set forth as follows:

**5. Time of the Essence:** Paragraph 1 of Item 5 of the contract is hereby amended to read:

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. Contractor shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including, but not limited to, severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes, acts of war or terrorism, strikes and all other unforeseeable events beyond the Contractor's control.

**11. Indemnity:** Paragraph 1 of Item 11 of the contract is hereby amended to read:

To the fullest extent of the law and as limited by CA Civil Code 2782.8, 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 defense costs and attorney fees of litigation) which to the extent 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.

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Approved by County Counsel