



RESOLUTION No. 24-550

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CONTRACT BETWEEN THE COUNTY OF NEVADA AND DOKKEN ENGINEERING, INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE SOUTH YUBA RIVER AT NORTH BLOOMFIELD ROAD BRIDGE REPLACEMENT PROJECT, – BRLO 0517 (078) – COUNTY PROJECT NO. 224027 – DISTRICTS I, IV, V

WHEREAS, the County of Nevada entered into a contract with Dokken Engineering Inc. on December 2, 2014, by Resolution 14-529 for a contract totaling \$635,045.59 for engineering and design services for the South Yuba River at North Bloomfield Road Bridge Replacement Project; and

WHEREAS, on December 17, 2019, the Board of Supervisors approved Resolution 19-641 for Amendment No. 1 extending the contract length by 5 years to conclude on December 31, 2024; and

WHEREAS, on October 25, 2022, the Board of Supervisors adopted Resolution 22-550 for Amendment No. 2 to modify the scope of work from a bridge rehabilitation project to include environmental services associated with the bridge replacement project; and

WHEREAS, Amendment No. 3 is to amend the existing contract between Dokken Engineering and the County of Nevada for services to complete the Final Environmental Impact Report (EIR), respond to comments under CEQA and prepare two separate NEPA approvals for the Federal Highway Administration (Caltrans) and for the Bureau of Land Management (BLM); and

WHEREAS, Amendment No. 3 will increase the contract amount by \$124,167.23; and

WHEREAS, this project is funded under the Highway Bridge Program (HBP); and

WHEREAS, this amendment request is for an extension of the contract length from an end date of December 31, 2024, to December 31, 2025; and

WHEREAS, there is sufficient budget available in the Road Capital Improvement Fund 1114-30154-702-3000-540712 and a budget amendment is not necessary.

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

1. Approves Amendment No. 3, attached hereto, to the professional services contract by and between the County of Nevada and Dokken Engineering, Inc. and extends the contract completion date from an end date of December 31, 2024, to December 31, 2025, and the Chair of the Board of Supervisors is hereby authorized to execute Amendment No. 3.
2. Authorizes the Auditor Controller to encumber the contract to include this amended amount.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 22nd day of October 2024, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

TINE MATHIASSEN
Chief Deputy Clerk of the Board of Supervisors

By: _____



Hardy Bullock, Chair

**AMENDMENT NO. 3 TO THE CONTRACT WITH
DOKKEN ENGINEERING INC.**

THIS AMENDMENT is executed this 22nd day of October 2024, by and between DOKKEN ENGINEERING, Inc., and COUNTY OF NEVADA. Said Amendment will amend the prior agreement between the parties entitled "Professional Engineering Services for the South Yuba River at North Bloomfield Road Bridge Replacement Project" executed on December 2, 2014, by Resolution No. 14-529.

WHEREAS, the parties desire to amend the scope of work as detailed in "Exhibit A3"; and

WHEREAS, the parties agree to extend the contract completion date to December 31, 2025;
and

WHEREAS, to amend the contract amount with an increase of \$124,167.23 as detailed in "Exhibit B3"; and

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


NOW, THEREFORE, the parties hereto agree as follows:

1. The original scope of work is amended to include "Exhibit A3" attached.
2. Extend the contract completion date to December 31, 2025.
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: 
Vice President

EXHIBIT A3 – AMENDMENT 3 SCOPE OF SERVICES, EDWARDS CROSSING BRIDGE REPLACEMENT

Revised September 11, 2024

Amendment No. 3 to the Contract between Nevada County and Dokken Engineering (Dokken) provides funding for the remaining work elements necessary to complete the environmental documentation for the Edwards Crossing Bridge Replacement Project. This amendment provides additional funds necessary to complete the three environmental documents necessary for the project.

The original preliminary engineering (PE) funding programmed through Caltrans was rescope with Amendment 2 in September 2022 from a rehabilitation project to a bridge replacement project with two alternatives. However, the remaining programmed PE funds were not adequate to complete CEQA and dual NEPA agency documents (Caltrans Categorical Exclusion and a BLM Environmental Assessment (EA)). The completion of these tasks were recognized in Amendment 2 as “as budget allows” and we were successful in completing the Draft EIR and circulating it for comments.

This Amendment 3 will provide for the completion of the environmental documentation and prepare the County for moving in the design phase of the project.

TASK 26 PROJECT MANAGEMENT – AMENDMENT NO. 3

Dokken Project Management includes regular in-person meetings, presentation of work products, development and monitoring of action items, monthly progress reports, work progress monitoring, budget monitoring, coordination and communication.

The Dokken Project Manager will work closely with the County Project Manager and continuously inform the County Project Manager of all project activities. The duration of the project management effort is expected to be continuous through completion of the contract.

The following project management tasks are budgeted to extend through the Environmental Phase of the project.

Project Management

Coordination – Close contact will be maintained between the Project Manager, all sub-consultants, the County Project Manager, project personnel, and stakeholder agencies. The Project Manager will act as the principal liaison between Nevada County and our staff at Dokken.

Communication – Effective communication through in-person visits, focused meetings, telephone calls and e-mails to the County will be performed to discuss specific project issues by the Project Manager. Regular communication with team members, the County and other agency personnel will be facilitated through the Project Manager.

Progress Reports will be submitted monthly to Nevada County. These reports will include the work performed during that period, a discussion of issues/decisions, recommendations to address issues, budget status, and anticipated work for the following month. The progress report will be submitted with the monthly invoice.

Dokken will provide and maintain a detailed Milestone Schedule. The Milestone Schedule is a simple one page schedule to assist in project communication.

Periodic Project Delivery Team (PDT) meetings will be held with County staff and other representatives, as necessary, to discuss work progress, decisions made, schedule and considerations for the County. Status meetings will be held at the County. Dokken will prepare the meeting agenda, distribute the agenda prior to the meeting, arrange for appropriate

participants to attend, and prepare and distribute the meeting minutes to the participants within five working days after the meeting.

Quality Assurance / Quality Control

The Project Manager or Environmental Manager will perform a quality review of all project correspondence and reports. This includes all products prepared by our subconsultants. In addition, the Project Manager will be responsible for the quality control for all products submitted to the County.

The Environmental Manager will be responsible for quality review of all environmental studies, reports and documents as part of Tasks 27, 28 and 29.

Programming Support with Caltrans

Dokken will provide programming support to the County in advocating Caltrans funding approval for the larger bridge alternative. This effort may include meetings with Caltrans, preparing documentation justifying the need for Alternative 2, and presentations to Caltrans Headquarters and the Highway Bridge Committee.

Deliverables – Task 26

- Monthly Progress Report and Invoice
- Schedule and Updates
- Meeting Agendas and Minutes
- QC of products
- Programming Support Efforts

TASK 27 - ENVIRONMENTAL TECHNICAL STUDIES

27.1 Finding of Effect / Memorandum of Agreement

As part of the Section 106 documentation for this Project, Dokken and GPA will prepare a Finding of Effect to be included with the HRER. This report will document an extensive historic group outreach process to include interested parties, evaluation of any feasible avoidance alternatives, and how the proposed Project would impact the bridge as a historic resource. As a result, a Memorandum of Agreement will be prepared between the County, Caltrans, and SHPO to document concurrence for the Project despite unavoidable adverse effects. The Memorandum of Agreement will also outline any measures to be taken to lessen potential impacts to the historic resource. These measures might include a detailed recordation of the resource or design features on the rehabilitated bridge.

2.7.2 Individual Section 4(f) Evaluation

The South Yuba River at North Bloomfield Road Bridge Rehabilitation Project is within the South Yuba River State Park, which is protected under Section 4(f) of the Department of Transportation Act (DOT Act) of 1966. The proposed Project qualifies for a Programmatic Section 4(f) Evaluation, as the proposed Project is an FHWA Project that necessitates the use of a historic bridge. Dokken will prepare a programmatic Section 4(f) document to document the Project's potential impacts to Section 4(f) resources and will incorporate measures to minimize harm to the South Yuba River State Park.

Deliverables – Task 7

- Finding of Effect/Memorandum of Agreement
- Individual Section 4(f) Evaluation and Report

TASK 28 CEQA FINAL EIR

Task 28.1 Response to Comments

Dokken will meet with County staff to review any comments on the EIR that were received, and to discuss potential responses to these comments.

Dokken will then formulate responses to the comments on the EIR. Once a response to each comment has been completed, it will be submitted to the County for review. The County's direction will be incorporated into each response write up and the comments and responses will become an appendix in the Final EIR document.

Task 28.2 Final CEQA EIR w/ Finding of Fact and Statement of Overriding Considerations

Dokken will draft findings of fact pursuant to State CEQA Guidelines Section 15091 for each of the significant effects identified in the Final EIR. The findings will describe the effect, cite one or more applicable findings under Section 15091, and describe the evidence that supports the selected findings. The findings will also explain why other Project alternatives have been found infeasible by the County. Dokken will coordinate the drafting of these findings with County staff.

Additionally, Dokken will prepare a Statement of Overriding Considerations to address any significant effects of the Project that are unavoidable, explaining the economic, legal, social, technological, or other benefits of the Project that outweigh its unavoidable environmental impacts. The statement will be based on substantial evidence in the record. Dokken will work with the County in preparing the findings and statement of overriding considerations.

Dokken will prepare a Mitigation Monitoring and Reporting Plan, also known as an Environmental Commitment Record by Caltrans, to ensure that the environmental measures contained in the final EIR are properly implemented. The Mitigation Monitoring and Reporting Plan will be included as an appendix in the final EIR. This Mitigation Monitoring and Reporting Plan will be useful during final design, permitting, and construction of the Project as it is a summary of all avoidance, minimization, and mitigation measures developed during the environmental process. The final EIR will incorporate the response to comments and Mitigation Monitoring and Reporting Plan.

Dokken will file a Notice of Determination with Nevada County's Recorder's Office within 5 days of approval of the Final EIR (pursuant to CEQA guidelines). Filing of the Notice of Determination will require payment of Fish and Game Fees pursuant to Fish and Game Code Section 711.4, which will be required for inclusion with the 1602 permit applications.

Task 28.3 Engineering Support for Final CEQA EIR

Dokken Engineering staff will support the environmental team in preparing the final environmental documents and response to comments. This effort may include additional descriptions or clarifications of the construction work and impacts during construction necessary to comprehensively address the comments.

Deliverables – Task 28

- Response to Public Comments
- Final CEQA EIR
- Engineering Support for Final Environmental Documents

TASK 29 NEPA ENVIRONMENTAL ASSESSMENT / FINDING OF NO SIGNIFICANT IMPACT – BUREAU OF LAND MANAGEMENT

As the Project will involve obtaining an encroachment permit from the Bureau of Land Management (BLM), the BLM must document how the project will impact their lands. Dokken has determined that an EA under NEPA would be the appropriate level document. Dokken will coordinate with BLM environmental staff to prepare the draft NEPA EA.

Similar to CEQA EIR, the NEPA EA also requires a period of public circulation and comment. Additionally, the NEPA EA requires all comments solicited by the project be addressed and documented in the EA. Dokken will assist BLM in preparing the Final EA/FONSI to include all public comments and final mitigation measures into the final version. Once the document has been finalized, a Finding of No Significant Impact (FONSI) will be drafted and released upon approval of the EA/FONSI (pursuant to NEPA guidelines). The EA will summarize the findings in the technical studies and will include a review of both state and federal standards, potential measures for any impacts, and will ensure these measures reduce all impacts below a level of significance for NEPA. The NEPA process will be completed upon obtaining BLM signatures on the Final EA/FONSI

Deliverables – Task 29

- Draft and Final NEPA EA
- FONSI

TASK 30 NEPA CATEGORICAL EXCLUSION – CALTRANS

Upon Caltrans approval of all technical studies and selection of a preferred alternative, the project qualifies for a Categorical Exclusion (CE) 23 USC 326 (3) under NEPA for transportation projects. Dokken Engineering will work with Caltrans Local Assistance to prepare a Categorical Exclusion as the NEPA approval document for the project and will include avoidance, minimization and mitigation measures provided in the technical studies prepared. This scope and fee assumes that preparation of an Environmental Assessment due to multiple alternatives will not be required by Caltrans.

Deliverables – Task 30

- Caltrans NEPA CE
- Environmental Commitments Record

END OF AMENDMENT NO. 3.



Exhibit B3

COST PROPOSAL - ESTIMATED HOURS BY TASK
COUNTY OF NEVADA
EDWARDS CROSSING OVER THE SOUTH FORK YUBA RIVER
AMENDMENT NO. 3

September 11, 2024

TASK DESCRIPTION	DOKKEN ENGINEERING																TOTAL HOURS	GRAND TOTAL OTHER DIRECT COSTS	GRAND TOTAL COST
	Matthew Chigas, PE Project Manager	Martin Maestler, PE Structures Project Engineer	Matt Adams, PE Roadway Project Engineer	Senior Engineer	Associate Engineer	Assistant Engineer	Senior CAD	CAD/Engineering Technician	Environmental Manager	Senior Environmental Planner	Associate Environmental Planner	Environmental Planner	Right of Way Manager	Senior Right of Way Agent	Right of Way Agent / Appraiser				
FULLY BURDENED RATE	\$ 305.15	\$ 261.56	\$ 226.68	\$ 247.03	\$ 183.09	\$ 127.87	\$ 226.68	\$ 113.34	\$ 247.03	\$ 180.18	\$ 133.69	\$ 113.14	\$ 220.87	\$ 174.37	\$ 119.34		70	\$ -	\$ 16,175.91
TASK 26 - PROJECT MANAGEMENT - AMENDMENT NO 3	30	8				16				16							102	\$ 32,000.00	\$ 47,699.29
TASK 27 - ENVIRONMENTAL TECHNICAL STUDIES	4								8	32	8	50					22	\$32,000.00	\$ 36,481.36
Task 27.1 Finding of Effect/Memorandum of Agreement	2								4	16							80		\$ 11,217.93
Task 27.2 Individual Section 4f	2								4	16	8	50					184	\$ -	\$ 33,165.55
TASK 28 CEQA FINAL EIR	32	12	8			16			2	8	8	24					50		\$ 8,166.42
28.1 Response to Comments	8																82		\$ 12,490.85
28.2 Final EIR	8								2	16	16	40					52		\$ 12,508.28
28.3 Engineering Support for Final EIR	16	12	8			16			4	32	24	100					168	\$ -	\$ 23,737.84
TASK 29 - NEPA EA / FONSI (BLM)	8								2	6		16					24	\$ -	\$ 3,388.63
TASK 30 - NEPA CE (Caltrans)																			
TOTAL HOURS	74	20	8			32			18	110	56	230					548		
TOTAL COST	\$ 22,581.17	\$ 5,231.16	\$ 1,813.47	\$ -	\$ -	\$ 4,091.93	\$ -	\$ -	\$ 4,446.49	\$ 19,820.28	\$ 7,486.37	\$ 26,068.61	\$ -	\$ -	\$ -			\$ 32,000.00	\$ 124,167.23